



**COUNTY OF LOS ANGELES  
TREASURER AND TAX COLLECTOR**

KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET, ROOM 437  
LOS ANGELES, CA 90012



**MARK J. SALADINO**

TREASURER AND TAX COLLECTOR

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

January 21, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

11 January 21, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**DEPARTMENT OF TREASURER AND TAX COLLECTOR  
RECOMMENDATION TO AWARD CONTRACT FOR  
TEMPORARY PERSONNEL SERVICES TO  
CBS PERSONNEL SERVICES, LLC DBA STAFFMARK  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The recommended action is to approve Contract Award to CBS Personnel Services, LLC dba Staffmark (Staffmark) for the provision of Temporary Personnel Services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Award and instruct the Chairman to sign the attached Contract (Exhibit I) with Staffmark to provide short-term and intermittent Temporary Personnel Services to the Treasurer and Tax Collector (TTC), with an annual maximum Contract Sum not to exceed \$448,000, commencing on March 1, 2014, for a three-year term through February 28, 2017.
2. Delegate authority to the TTC to execute future amendments to extend the Contract for a maximum of two one-year renewals and six month-to-month extensions at the option of the TTC in accordance with the Term of the Contract.
3. Delegate authority to the TTC to execute future amendments to modify the terms of the Statement of Work that do not materially alter the Contract and/or to add and/or change certain terms and conditions in the Contract as required by the Board of Supervisors (Board) or Chief Executive Office, provided County Counsel approval is obtained prior to execution of such amendments.

4. Delegate authority to the TTC to approve, if necessary, any assignment and delegation of services performed by Staffmark in order to ensure continuation of Temporary Personnel Service needs to meet the TTC's mandated operations provided that County Counsel approval is obtained prior to such assignment.

5. Delegate authority to the TTC, if necessary, to execute substantially similar Contract(s), without affecting the maximum Contract Sum, to the next highest ranked proposal identified in this Request For Proposals (RFP) process in order to ensure that unanticipated circumstances or changes in the Temporary Personnel Services workload requirements during the Term of the Contract do not jeopardize the TTC's mandated operations, provided County Counsel approval is obtained prior to execution.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The County of Los Angeles (County) is authorized, under California Government Code Section 31000.4, to obtain temporary help to assist the County during any peak workload, temporary absence, or emergency situation provided the Board determines that it is in the economic interest of the County to provide such temporary help by Contract, rather than employing persons for such purpose. Use of temporary help under Government Code Section 31000.4 is limited to a period not to exceed 90 days for any single peak workload, temporary absence, or emergency situation.

The TTC has several peak workload periods in various areas of the Department including, but not limited to, the bi-annual property tax seasons. The busiest property tax collection periods of the year are the two-weeks just prior to and immediately following December 10 and April 10 of each year. Therefore, the TTC utilizes a temporary personnel agency to provide dependable and qualified staff to assist with the processing of up to 2.2 million remittances received in the two to three weeks prior to the delinquency dates.

In addition to the primary peak workload periods described above, the TTC also experiences seasonal peaks associated with sales of tax defaulted properties and processing property tax payment exceptions, which occur during January through February and June through July of each year.

The proposal submitted by Staffmark for these services was evaluated and rated according to its responsiveness to criteria included in the RFP. Based on the TTC's evaluation, the TTC is recommending approval and Contract Award to Staffmark to provide Temporary Personnel Services.

The current Contract is scheduled to expire on February 28, 2014. The recommended Contract with Staffmark will provide for continuing Temporary Personnel Services.

### **Implementation of Strategic Plan Goals**

The approval of this Contract is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. The recommended Contract provides for ongoing contractual Temporary Personnel Services, which supports mandated operations of the TTC.

### **FISCAL IMPACT/FINANCING**

The maximum Contract Sum for the first year is \$448,000. Funding is available in the Departmental Adopted Budget for Fiscal Year 2013-2014.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to Government Code Section 31000.4, the County is authorized to obtain temporary help for a period not to exceed 90 days for any single peak workload, temporary absence, or emergency situation. The Contract contains the County's required provisions, including the requirement for the Contractor to notify and assist its employees with the Federal Earned Income Tax Credit application process, the consideration of qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Program, Safely Surrender Baby Law, Defaulted Property Tax Reduction Program and Contract Notification to the County when the Contract is within six months from expiration of term. The recommended Contract shall commence upon the date of Board approval and shall expire on February 28, 2017, with two one-year and six month-to-month extensions at the option of the TTC in accordance with the Term of the Contract and shall become effective on March 1 of the current year for a maximum term of five years and six months.

The Contractor is in compliance with all County requirements. Staffmark will not be asked to perform services that exceed the Contract Sum, scope of work, or Term of the Contract. The Contract expressly provides that the County has no obligation to pay for expenditures by Staffmark that exceed the maximum Contract Sum. Additionally, the Contract contains performance standards, including liquidated damages for substandard performance and/or non-performance.

The attached Contract with Staffmark has been reviewed by the Department of Human Resources and has been reviewed and approved as to form by County Counsel. Advance copies of the RFP and proposed Contract have been provided to SEIU Local 721.

### **CONTRACTING PROCESS**

The TTC released the RFP for Temporary Personnel Services on June 26, 2013, to approximately 939 prospective vendors, and the RFP was posted on the County Bid Website of registered vendors under the Commodity Codes for Employment Agency and Search Firm Services and Personnel Services (Not Employment) in Attachment I. The RFP was also posted on the TTC Website and the notification letter was sent to an additional 43 vendors listed in Attachment II. A Mandatory Proposer's Conference was held on Thursday, July 11, 2013, with nine firms attending. The proposal submission deadline date was Wednesday, August 7, 2013.

Five firms responded with a proposal by the deadline date, they are: LA Business Personnel, Inc.; Lloyd Staffing; New Leaf Staffing, Inc.; Staffmark; and TS Staffing Services, Inc.

The proposal submitted by Staffmark met all of the minimum mandatory RFP requirements and was detailed and responsive to the RFP. Staffmark's proposal was ranked highest overall. The proposal clearly demonstrated that Staffmark has a good understanding of the scope of work to be performed and the complexity of the TTC's service requirements. Staffmark has over 43 years experience providing services similar to those being requested by the TTC, including Contracts with other County departments. The proposal was evaluated and rated according to criteria included in the RFP. As required in the RFP, the proposal submitted by Staffmark provided a description of qualifications, its proposed approach to provide services, and a quality control plan.

Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise statistical information for Staffmark is included in Attachment III. Staffmark is not a certified Small Business Enterprise/Community Based Enterprise. The recommendation of Staffmark is made without regard to race, creed or color. There are no provisions for Cost of Living Adjustment in the attached Contract. This is not a Proposition A Contract; and therefore, is exempt from the Living Wage Program (County Code Chapter 2.201).

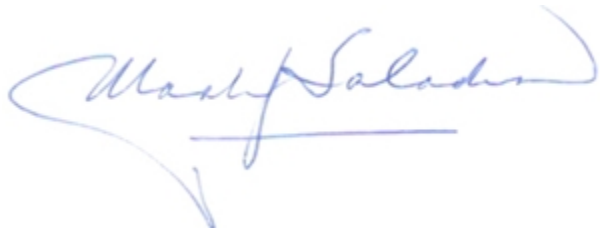
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The current Contract for Temporary Personnel Services expires on February 28, 2014. The Contract Award of the recommended Contract will provide for an effective continuation of service.

**CONCLUSION**

Instruct the Executive Officer/Clerk of the Board to return two signed originals of the Contract and one adopted Board letter to the TTC.

Respectfully submitted,



MARK J. SALADINO

Treasurer and Tax Collector

MJS:SPB:VMA:lc

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors

**DOING BUSINESS WITH US**

County Home

Home

E-mail

FAQ


**L.A. county**  
 ONLINE

*To Enrich Lives Through Effective and Caring Services*

 Search for a  
 Closed Bid

 A B C D E F  
 G H I J K L  
 M N O P Q R  
 S T U V W X  
 Y Z All

Award information has not been added at this time.

**Bid Information**
 Search By  
 Bid Title

 Sort By  
 Bid Title

**Bid Number :** TTC RFP 2013-01 TPS

**Bid Title :** Temporary Personnel Services

**Bid Type :** Service

**Department :** Treasurer and Tax Collector

**Commodity :** EMPLOYMENT AGENCY & SEARCH FIRM SERVICES INCLUDES  
 BACKGROUND INVESTIGATIONS & DRUG TESTING FOR  
 EMPLOYMENT

**Open Date :** 6/26/2013

**Closing Date :** 8/7/2013 4:00 PM

**Notice of Intent to Award :** [View Detail](#)
**Bid Amount :** \$ 00,000

**Bid Download :** [Available](#)
**Bid Description :** The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is  
 issuing this Request For Proposals (RFP) to request proposals for the  
 provision of Temporary Personnel Services.

The RFP can be downloaded from the internet by either this site or the  
 TTC's website at: <http://ttc.lacounty.gov> by clicking on the "TTC Contract  
 Opportunities" link. Potential proposers should take care to download and  
 review the entire RFP. The RFP contains the service requirements,  
 proposal content and format requirements, a description of the proposal  
 selection process, and a sample contract. Firms that meet the minimum  
 requirements identified in Paragraph 1.4, Minimum Mandatory  
 Requirements, of the RFP are invited to submit a proposal to provide the  
 services described further in Appendix B, Statement of Work, of the RFP.  
 Potential proposers should carefully review the RFP and ensure that their  
 proposal complies with all RFP requirements.

A Mandatory Proposers Conference, to answer questions regarding the  
 written specifications of the RFP, on Thursday, July 11, 2013, at 2:00 p.m.  
 (Pacific Time). All potential Proposers must attend this conference. The  
 conference is scheduled as follows: Treasurer and Tax Collector Kenneth  
 Hahn Hall of Administration, 500 West Temple Street, Room 140, Los  
 Angeles, California 90012.

Firms planning to attend should call Mr. Victor Andrade, Contracts Section,  
 at (213) 974-7360 to register for the Mandatory Proposers' Conference.  
 Proposers are advised to be on time as late arrivals will not be admitted.

RFP responses must be prepared in accordance with Section 2.0,  
 Proposal Submission Requirements, of the RFP. Proposals are due no  
 later than 4:00 p.m., Pacific Time, on Wednesday, August 7, 2013, and  
 shall be delivered or mailed to Contracts Section, County of Los Angeles  
 Treasurer and Tax Collector, 500 West Temple Street, Room 437, Los  
 Angeles, CA 90012. Proposals received after the scheduled deadline will  
 not be accepted and shall be returned to the sender unopened.

**Amendment Date :** 7/22/2013 ADDENDUM 2 - CHANGE TO APPENDIX B, STATEMENT OF WORK,  
 TTC RFP 2013-01 TPS

**DOING BUSINESS WITH US**

County Home

Home

E-mail

FAQ


**L.A. county**  
 ONLINE

*To Enrich Lives Through Effective and Caring Service*

 Search for a  
 Closed Bid

 A B C D E F  
 G H I J K L  
 M N O P Q R  
 S T U V W X  
 Y Z All

Award information has not been added at this time.

**Bid Information**
 Search By  
 Bid Title

Submit

 Sort By  
 Bid Title

Sort

Bid Number : TTC RFP 2013-01 TPASA

Bid Title : Temporary Personnel Services

Bid Type : Service

Department : Treasurer and Tax Collector

Commodity : PERSONNEL SERVICES (NOT EMPLOYMENT)

Open Date : 6/26/2013

Closing Date : 8/7/2013 4:00 PM

Notice of Intent to Award : [View Detail](#)

Bid Amount : \$ 00,000

Bid Download : [Available](#)

**Bid Description :** The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is issuing this Request For Proposals (RFP) to request proposals for the provision of Temporary Personnel Services.

The RFP can be downloaded from the internet by either this site or the TTC's website at: <http://ttc.lacounty.gov> by clicking on the "TTC Contract Opportunities" link. Potential proposers should take care to download and review the entire RFP. The RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract. Firms that meet the minimum requirements identified in Paragraph 1.4, Minimum Mandatory Requirements, of the RFP are invited to submit a proposal to provide the services described further in Appendix B, Statement of Work, of the RFP. Potential proposers should carefully review the RFP and ensure that their proposal complies with all RFP requirements.

A Mandatory Proposers Conference, to answer questions regarding the written specifications of the RFP, on Thursday, July 11, 2013, at 2:00 p.m. (Pacific Time). All potential Proposers must attend this conference. The conference is scheduled as follows: Treasurer and Tax Collector Kenneth Hahn Hall of Administration, 500 West Temple Street, Room 140, Los Angeles, California 90012.

Firms planning to attend should call Mr. Victor Andrade, Contracts Section, at (213) 974-7360 to register for the Mandatory Proposers' Conference. Proposers are advised to be on time as late arrivals will not be admitted.

RFP responses must be prepared in accordance with Section 2.0, Proposal Submission Requirements, of the RFP. Proposals are due no later than 4:00 p.m., Pacific Time, on Wednesday, August 7, 2013, and shall be delivered or mailed to Contracts Section, County of Los Angeles Treasurer and Tax Collector, 500 West Temple Street, Room 437, Los Angeles, CA 90012. Proposals received after the scheduled deadline will not be accepted and shall be returned to the sender unopened.

**Amendment Date : 7/16/2013** Addendum 1 - Response to Proposer's Questions and Change to Sample Contract for Temporary Personnel Services, TTC RFP 2013-01 TPS

TTC Addendum 1: Responses to  
 Download Available Proposer's Questions and Change PDF 355.56 K TTC Addendum 1.pdf

TEMPORARY PERSONNEL SERVICES

MAILING LIST

ATTACHMENT II

1/6/2014

NAMES	ADDRESS	CITY	ZIP CODE	PHONE NUMBER	FAX NUMBER	CONTACT PERSON	E-MAIL ADDRESS
A Plus, the Employment Co.	3500 West Olive Avenue # 300	Burbank	91505	(818) 840-0998		Jennifer L. Yester	<a href="mailto:info@theemploymentco.com">info@theemploymentco.com</a>
Abacus Staffing	12750 Center Court Drive, Suite # 460	Cerritos	90703	(562) 402-4959		Randall Eickhoff	
Accountemps	865 South Figueroa Street, Suite 2600	Los Angeles	90017	(213) 629-4602	(213) 629-2262		<a href="mailto:los.angeles@accountemps.com">los.angeles@accountemps.com</a>
Act-1 Personnel Services	330 South Hope Street, Ground Level	Los Angeles	90071	(213) 623-8166			<a href="mailto:downtownla@act1corp.com">downtownla@act1corp.com</a>
AppleOne Employment Services	888 South Figueroa Street, Suite 170	Los Angeles	90017	(213) 892-0234			<a href="mailto:downtown@appleone.com">downtown@appleone.com</a>
APR Consulting, Inc.	22632 Golden Springs Drive # 380	Diamond Bar	91765	(909) 396-5375	(909) 396-5377		
Associated Staffing Resources, Inc.	12128 S Central Ave	Los Angeles	90059	(323) 569-5150			<a href="mailto:associatedstaffingresources@gmail.com">associatedstaffingresources@gmail.com</a>
Career Advantage Personnel Services	1215 East Airport Drive, Suite 125	Ontario	91761				
Cawley Personnel Services, Inc.	180 South Lake Avenue, Suite 400	Pasadena	91101	(626) 796-6166			
CeyCal Inc.	6269 Variel Avenue, Suite D	Woodland Hills	91367	(818) 716-1807	818 716 2931		<a href="mailto:info@ceycal.com">info@ceycal.com</a>
Chipton-Ross	343 Main Street	El Segundo	90245	(310) 414-7800	(310) 414-7808		<a href="mailto:vtas@chiptonross.com">vtas@chiptonross.com</a>
Compton Chamber of Commerce	700 North Bullis Road, Suite 10-A	Compton	90221	310-631-8611			<a href="mailto:CptChamber@aol.com">CptChamber@aol.com</a>
CORESTAFF Services	2 North Lake Avenue, Suite 900	Pasadena	91101	(626) 449-7551	(626) 449-8227		<a href="mailto:pasadena@corestaff.com">pasadena@corestaff.com</a>
Dial Employment Agency Inc.	14530 Whittier Boulevard	Whittier	90605	(562) 945-1075			
E. Reider Enterprises	4660 W Point Loma Blvd	San Diego, CA	92107	(619) 223-4968			
Eagle Transcribing	19252 Worchester Lane	Huntington Beach	92646	(714) 964-9208			
Ernst & Young	725 South Figueroa Street	Los Angeles	90017	(213) 977-3200	(213) 977-3729		
Jaros Professional Services	3438 West 43rd Street	Los Angeles	90008	(323) 291-2160	(323) 299-0107	Jackie Hill	<a href="mailto:leohillsr@aol.com">leohillsr@aol.com</a>
JM Staffing	554 East Foothill Boulevard, Suite 117	San Dimas	91773	(800) 560-0402	(909) 599-3598		<a href="mailto:HR@JMStaff.com">HR@JMStaff.com</a>
Kelly Services	21250 Hawthorne Boulevard, Suite 750	Torrance	90503	(310) 543-3589	(310) 316-6145		<a href="mailto:1438@kellyservices.com">1438@kellyservices.com</a>
Kimco Staffing Services Inc.	12070 Telegraph Road, Suite 101	Santa Fe Springs	90670	(562) 946-2616	(562) 946-2556		<a href="mailto:santafesprings@kimco.com">santafesprings@kimco.com</a>
Latino Business Chamber of Greater Los Angeles	634 S. Spring Street, Suite 600	Los Angeles	90014	(213) 347-0008	(213) 347-0009		<a href="mailto:info@lbcqla.org">info@lbcqla.org</a>
Lifelung	1231 South Gladys Ave.	San Gabriel	91776	(626) 614-9581			
MCGill Barnes, Inc.	44421 10th Steet West, Suite F	Lancaster	93534	(661) 942-6077			

TEMPORARY PERSONNEL SERVICES

MAILING LIST

ATTACHMENT II

1/6/2014

NAMES	ADDRESS	CITY	ZIP CODE	PHONE NUMBER	FAX NUMBER	CONTACT PERSON	E-MAIL ADDRESS
Minute Man Inc. Temporary Staffing	6703 Atlantic Avenue	Bell	90201	(323) 771-1776			<a href="mailto:minman@minutemantemporary.com">minman@minutemantemporary.com</a>
Modis	222 North Sepulveda Boulevard., Suite 130	El Segundo	90245	(310) 414-3300	(310) 414-3313		<a href="mailto:elsegundo@modis.com">elsegundo@modis.com</a>
OfficeTeam	865 S. Figueroa Street, Suite 2600	Los Angeles	90017	(626) 629-1589			
Overflow Business	1028 S. Grandee Ave., Apt. 4	Compton, CA	90220	(310) 632-0427			
Personalized Business Services	3982 Degnan Blvd	Los Angeles, CA	90008	(323) 293-6253			
Personnel Plus, Inc.	12052 Imperial Highway Suite 200	Norwalk	90650	(562) 929-9920	(562) 863-3863		<a href="mailto:jobs@ppitemps.com">jobs@ppitemps.com</a>
Pro-Tem Solutions, Inc.	249 E Ocean Blvd # 500	Long Beach, CA	90802	(562) 216-6400			
Randstad North America	4727 Wilshire Boulevard	Los Angeles	80237	(323) 964-9566			
RD & Associates	17392 Whetmore Ln	Huntington Beach	92647	(714) 848-4780			
Sage Personnel Resources	27201 Tourney Rd Ste 210	Valencia, CA	91355	(661) 254-4010			
Select Staffing	909 N Sepulveda Blvd # 180	El Segundo, CA	90245	(310) 335-9131			
Snelling Personnel Services	490 W Arrow Hwy	San Dimas, CA	91773	(909) 592-3199			
Software Solutions Group, Inc.	11099 S La Cienega Blvd	Los Angeles, CA	90045	(310) 337-1368			
Stivers Staffing Services	3701 Wilshire Blvd # 515	Los Angeles, CA	90010	(310) 475-7700			
SuperbTech, Inc.	5601 W Slauson Ave # 168	Culver City, CA	90230	(310) 645-1199			
The Emerald Agency LLC	Howard Hughes Center, 6080 Center Drive, 6th Floor	Los Angeles	90045	(310) 643-8900	(310) 643-8749	Janelle Jenkins, President & CEO	<a href="mailto:jjenkins@emeraldagency.com">jjenkins@emeraldagency.com</a>
Total Quality Staffing Service	13191 Crossroads Parkway North, Suite 143	City of Industry Calif	91746	(562) 908-9655			
Volt Temporary Services	7431 Florence Ave	Downey, CA	90240	(562) 806-3382			
Volt Temporary Services	2401 N Glassell St	Orange, CA	92865	(714) 921-8800			

Total: **43**



## ATTACHMENT III

### MINORITY, WOMEN, DISADVANTAGED OR DISABLED VETERAN BUSINESS ENTERPRISE STATISTICAL INFORMATION

FIRM/ORGANIZATION INFORMATION AS PROVIDED BY PROPOSER  
TEMPORARY PERSONNEL SERVICES

The following information was gathered for statistical purposes only. On final analysis and consideration of award, vendor was selected without regard to gender, race, creed or color.

<b>FIRM INFORMATION</b>	<b>CBS Personnel Services, LLC dba Staffmark</b>	
<b>CULTURAL/ETHNIC COMPOSITION</b>	<b>% of Ownership</b>	<b>No.</b>
<b>OWNERS/ PARTNERS:</b>		
Black/African American	N/A	
Hispanic/Latino	N/A	
Asian or Pacific Islander	N/A	
American Indian	N/A	
Filipino	N/A	
All others	N/A	
Women (included above)	N/A	
<b>MANAGERS:</b>		
Black/African American	8	
Hispanic/Latino	16	
Asian or Pacific Islander	3	
American Indian	1	
Filipino	0	
All others	218	
Women (included above)	174	
<b>STAFF:</b>		
Black/African American	88	
Hispanic/Latino	121	
Asian or Pacific Islander	8	
American Indian	1	
Filipino	0	
All others	620	
Women (included above)	637	
<b>TOTAL NUMBER OF EMPLOYEES</b>	1084	
<b>BUSINESS STRUCTURE</b>	Limited Liability Company	
<b>Certified as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise?</b>	N/A	



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**CBS PERSONNEL SERVICES, LLC DBA STAFFMARK**

**FOR**

**TEMPORARY PERSONNEL SERVICES**

## TABLE OF CONTENTS

<b><u>SECTION</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
<b>RECITALS</b>		<b>1</b>
<b>1.0</b>	<b>APPLICABLE DOCUMENTS</b>	<b>2</b>
<b>2.0</b>	<b>DEFINITIONS</b>	<b>3</b>
<b>3.0</b>	<b>WORK</b>	<b>3</b>
<b>4.0</b>	<b>TERM OF CONTRACT</b>	<b>4</b>
<b>5.0</b>	<b>CONTRACT SUM</b>	<b>4</b>
<b>6.0</b>	<b>ADMINISTRATION OF CONTRACT- COUNTY</b>	<b>7</b>
6.1	COUNTY'S CONTRACT ADMINISTRATOR	7
6.2	COUNTY'S CONTRACT MANAGER	8
<b>7.0</b>	<b>ADMINISTRATION OF CONTRACT - CONTRACTOR</b>	<b>8</b>
7.1	CONTRACTOR'S CONTRACT ADMINISTRATOR	8
7.2	CONTRACTOR'S CONTRACT MANAGER	9
7.3	APPROVAL OF CONTRACTOR'S STAFF	9
7.4	CONTRACTOR'S STAFF IDENTIFICATION	9
7.5	BACKGROUND AND SECURITY INVESTIGATIONS	10
7.6	CONFIDENTIALITY	11
<b>8.0</b>	<b>STANDARD TERMS AND CONDITIONS</b>	<b>12</b>
8.1	CHANGE NOTICES AND AMENDMENTS	12
8.2	ASSIGNMENT AND DELEGATION	13
8.3	AUTHORIZATION WARRANTY	14
8.4	BUDGET REDUCTIONS	14
8.5	COMPLAINTS	15
8.6	COMPLIANCE WITH APPLICABLE LAW	16
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	16
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	17
8.9	CONFLICT OF INTEREST	18
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	19

## TABLE OF CONTENTS

<b><u>SECTION</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS .....	19
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT .....	20
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW .....	23
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....	23
8.15	COUNTY'S QUALITY ASSURANCE PLAN .....	23
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS .....	24
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION .....	24
8.18	FACSIMILE REPRESENTATIONS .....	25
8.19	FAIR LABOR STANDARDS .....	25
8.20	FORCE MAJEURE .....	25
8.21	GOVERNING LAW, JURISDICTION, AND VENUE .....	26
8.22	INDEPENDENT CONTRACTOR STATUS .....	26
8.23	INDEMNIFICATION .....	27
8.24	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE .....	27
8.25	INSURANCE COVERAGE .....	32
8.26	LIQUIDATED DAMAGES .....	34
8.27	MOST FAVORED PUBLIC ENTITY .....	35
8.28	NON-DISCRIMINATION AND AFFIRMATIVE ACTION .....	35
8.29	NON EXCLUSIVITY .....	37
8.30	NOTICE OF DELAYS .....	37
8.31	NOTICE OF DISPUTES .....	37
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	37
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW .....	37
8.34	NOTICES .....	38
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	38
8.36	CALIFORNIA PUBLIC RECORDS ACT .....	38

## TABLE OF CONTENTS

<b><u>SECTION</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
8.37	PUBLICITY .....	39
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT.....	39
8.39	RECYCLED BOND PAPER .....	41
8.40	SUBCONTRACTING.....	41
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....	42
8.42	TERMINATION FOR CONVENIENCE .....	43
8.43	TERMINATION FOR DEFAULT .....	43
8.44	TERMINATION FOR IMPROPER CONSIDERATION .....	45
8.45	TERMINATION FOR INSOLVENCY .....	45
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE .....	46
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS .....	46
8.48	VALIDITY .....	47
8.49	USE OF COUNTY SEAL AND/OR TTC'S LOGO.....	47
8.50	WAIVER .....	47
8.51	WARRANTY AGAINST CONTINGENT FEES .....	47
8.52	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	47
8.53	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	48
<b>9.0</b>	<b>UNIQUE TERMS AND CONDITIONS .....</b>	<b>48</b>
9.1	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM.....	48
9.2	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM.....	49
	SIGNATURES .....	51

## TABLE OF CONTENTS

### **STANDARD EXHIBITS**

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C TECHNICAL EXHIBITS
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM REQUIRED AT THE TIME OF CONTRACT EXECUTION
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CBS PERSONNEL SERVICES, LLC DBA STAFFMARK  
FOR  
TEMPORARY PERSONNEL SERVICES**

This Contract and Exhibits made and entered into this 21<sup>st</sup> day of January, 2013 by and between the County of Los Angeles, hereinafter referred to as County and CBS Personnel Services, LLC dba Staffmark, hereinafter referred to as Contractor. CBS Personnel Services, LLC dba Staffmark is located at 350 South Grand Avenue, Suite 1610, Los Angeles, California 90071.

**RECITALS**

**WHEREAS**, the County is authorized under California Government Code Section 31000.4 to obtain temporary help to assist the County during any peak load, temporary absence, or emergency order other than a labor dispute and may contract with private businesses for Temporary Personnel Services, provided the Board of Supervisors (Board) determines that it is the economic interest of the County to provide such temporary help by contract, rather than employing persons for such purpose; and

**WHEREAS**, the Contractor is a private firm specializing in providing Temporary Personnel Staffing Services herein after referred to as "Services"; and

**WHEREAS**, Contractor has submitted a proposal to the County Treasurer and Tax Collector (TTC) for provision of such Services and based upon the Request For Proposal process, Contractor has been selected for recommendation for award of such Contract; and

**WHEREAS**, the TTC on behalf of the County shall administer said Contract;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Technical Exhibits
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.1 – Change Notices and Amendments and signed by both parties.



## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work (SOW), Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the SOW.
- 2.3 **Contractor Contract Administrator:** The individual designated by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Contract Manager.
- 2.4 **Contractor Contract Manager/Alternate Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.5 **County Contract Administrator:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Manager.
- 2.6 **County Contract Manager:** Person designated by County's Contract Administrator to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve month period beginning July 1st and ending the following June 30th.

## 3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the SOW, Exhibit A.

- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

#### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be effective on March 1, 2014, for three years following execution by the Treasurer and Tax Collector of his designee as authorized by the County's Board of Supervisors (Board), unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two additional one-year periods and six month to month extensions, for a maximum total Contract term of five years and six months. Each such option and extension shall be exercised at the sole discretion of the TTC throughout the term of the Contract to meet the needs of the County. In the event the TTC desires to renew the Contract by exercising an option term, the TTC shall provide Contractor with a written notice of intent to renew the Contract thirty calendar days prior to the expiration of the term of the Contract. The renewal option shall be set forth in writing, as provided in Paragraph 8.1 Change Notices and Amendments.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor shall notify the TTC when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the TTC at the address herein provided in Exhibit E - County's Administration.

#### **5.0 CONTRACT SUM**

- 5.1 The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with "Pricing Schedule", Exhibit B and shall not exceed \$448,000 for the first year of this Contract.

- 5.2 Contract rates specified in "Pricing Schedule", Exhibit B, shall remain firm and fixed for the term of the Contract including all option extensions.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the TTC at the address herein provided in Exhibit E - County's Administration.

5.5 **No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 **Invoices and Payments**

- 5.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in SOW, Exhibit A and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Pricing Schedule, Exhibit B and the

Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the TTC does not approve work in writing no payment shall be due to the Contractor for that work.

5.6.2 The Contractor's invoices shall be priced in accordance with Pricing Schedule, Exhibit B.

5.6.3 The Contractor's invoices shall be legible and include the following information:

- Invoice date and unique invoice number
- Contractor's Tax Identification Number and remittance address
- Work Unit, Temporary Employee name(s), Job Classification(s), hourly rate(s), and number of hours worked for the week. The TTC will only pay for actual time worked
- Total amount due to the temporary employee and total per invoice
- Attach legible timesheets signed by the TTC Supervisor, showing the date(s) worked, start and end time(s), and time(s) taken for a meal period

5.6.4 The Contractor shall submit the weekly invoices to the County within two weeks of the end of work week. One invoice shall be submitted for each work unit.

5.6.5 All invoices and supporting documentation shall be submitted to:

- Email Address: [ttcbudget@ttc.lacounty.gov](mailto:ttcbudget@ttc.lacounty.gov); or
- Two copies to the following address:

Treasurer and Tax Collector  
Accounts Payable  
500 West Temple Street, Room 464  
Los Angeles, California 90012

- 5.6.6 The TTC shall contact the Contractor when a revised invoice is required. The Contractor shall notate "Revised" on the corrected invoice and update invoice date and resubmit in accordance with Section 5.5.5.

**5.6.7 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two weeks from receipt of properly prepared invoices by the County. The Contractor shall submit a revised invoice when requested by the TTC in accordance with Section 5.5.6.

**5.6.8 Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 COUNTY'S CONTRACT ADMINISTRATOR**

- 6.1.1 County's Contract Administrator is designated in Exhibit E – County's Administration. The County shall contact the Contractor in writing of any change in the name or address of the County's Contract Administrator.
- 6.1.2 County's Contract Administrator shall be responsible for ensuring that the objectives of this Contract are met and determining Contractor's compliance with the Contract and

inspecting all tasks, deliverable, goods, services, or other work provided by or on behalf of Contractor.

6.1.3 County's Contract Administrator is responsible for providing overall direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.1.4 The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract, except as permitted in accordance with Sub-paragraph 8.1, Change Notices and Amendments, and is not authorized to further obligate County in any respect whatsoever.

## **6.2 COUNTY'S CONTRACT MANAGER**

6.2.1 The responsibilities of the County's Contract Manager include:

- As needed, request meeting with the Contractor's Contract Manager; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

6.2.2 The County's Contract Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 CONTRACTOR'S CONTRACT ADMINISTRATOR**

7.1.1 Contractor's Contract Administrator shall be a full-time employee of Contractor. The Contractor's Contract Administrator is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Administrator.

- 7.1.2 Contractor's Contract Administrator shall be the principal officer in the Contractor's office to service the Contract and to act as a liaison for the Contractor in coordinating the performance under the Contract.
- 7.1.3 Contractor's Contract Administrator shall be responsible for Contractor's performance of all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor and ensuring Contractor's compliance with this Contract.
- 7.1.4 Contractor's Contract Administrator shall be available to meet and confer with County's Contract Administrator on an as needed basis, either in person or by telephone as mutually agreed by the parties, to review Contract performance. Such meetings shall be conducted at a time and place as mutually agreed by the parties.

## **7.2 CONTRACTOR'S CONTRACT MANAGER**

- 7.2.1 The Contractor's Contract Manager and Alternate Contract Manager are designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager.
- 7.2.2 The Contractor's Contract Manager and Alternate Contract Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator on a regular basis.
- 7.2.3 The Contractor's Contract Manager and Alternate Contract Manager must have three years of experience.

## **7.3 APPROVAL OF CONTRACTOR'S STAFF**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Manager and Alternate Contract Manager.

## **7.4 CONTRACTOR'S STAFF IDENTIFICATION**

- 7.4.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County

specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the TTC's approval prior to the Contractor implementing the use of the badge. The Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

- 7.4.2 The Contractor shall notify the TTC within one business day when staff is terminated from working under this Contract. The Contractor shall retrieve and immediately destroy the staff's County photo ID badge at the time of removal from the County Contract.
- 7.4.3 If the TTC requests the removal of Contractor's staff, the Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo Identification badge at the time of removal from working on the Contract.

## **7.5 BACKGROUND AND SECURITY INVESTIGATIONS**

- 7.5.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of the Contractor's staff does not pass the background investigation, the County may request that the member of the Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. The County will request the Contractor to advise the Contractor's staff member who did not pass the background investigation to contact the



County immediately to receive a copy of the Criminal Offender Record Information (CORI) obtained from the Department of Justice and through the County's background investigation.

7.5.3 The County, in its sole discretion, may immediately deny or terminate facility access to any member of the Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.4 Disqualification of any member of the Contractor's staff pursuant to this Paragraph 7.5; shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 CONFIDENTIALITY**

7.6.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, the County policies concerning information technology security and the protection of confidential records and information.

7.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 7.5; shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment,

the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

- 7.6.3 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.
- 7.6.5 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.
- 7.6.6 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 CHANGE NOTICES AND AMENDMENTS**

- 8.1.1 The County reserves the right to initiate Change Notices that **do not affect** the Term or Contract Sum and do not materially alter the Contract. All such changes shall be accomplished with an executed Change Notice to this Contract signed by the Contractor and by the County's Contract Administrator.
- 8.1.2 For any change, which affects the payments and/or SOW that do not materially alter the Contract, an Amendment shall be prepared and executed by the Contractor and by the TTC provided County Counsel approval is obtained prior to execution of such Amendment(s).

- 8.1.3 For any change which affects the Term or Contract Sum under this Contract, an Amendment shall be prepared therefore, executed by the Contractor, and thereafter by the the County's Board, except that the TTC is expressly authorized to increase the Contract Sum set forth in Paragraph 5.0, Contract Sum, not to exceed ten percent (10%) of the total Contract Sum for a particular contract year based on an increase in work volume. Any such change shall be in writing and signed by the Contractor and the TTC.
- 8.1.4 The County's Board or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the TTC or his/her designee.
- 8.1.5 The TTC, at his/her sole discretion, may authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. For the exercise of the TTC's renewal option a written notice shall be prepared and signed by the TTC and delivered to the Contractor prior to the expiration of the current Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the TTC.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, the County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the

County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

### **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any

extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within ten business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for the County's approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Contract Manager of the status of the investigation within five business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Contract Manager within three business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the

benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Contractor's EEO Certification, Exhibit D.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the



County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this



Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

#### **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

#### **8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position.

For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects

on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor

has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to the Subcontractors of the County Contractors.

**8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all the County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance

under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all the Contract terms and conditions and performance standards. The Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, Change Notices and Amendments, received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.20 FORCE MAJEURE**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or



negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event the Contractor's failure to perform arises out of a force majeure event, the Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The



County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 - Confidentiality.

## **8.23 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents and volunteers ("County Indemnities") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

## **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to the County not less than ten days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Treasurer and Tax Collector  
Contracts Section

500 West Temple Street, Room 464  
Los Angeles, California 90012

The Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under the Contractor's General Liability policy with respect to liability arising out of the Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation of or Changes in Insurance**

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation

or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach.

#### **8.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by the County.

#### **8.24.6 Contractor's Insurance Shall Be Primary**

The Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to the Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.8 Sub-Contractor Insurance Coverage Requirements**

The Contractor shall include all Sub-Contractors as insureds under the Contractor's own policies, or shall provide the County with each Sub-Contractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and the Contractor as additional insureds on the Sub-Contractor's General Liability policy. The Contractor shall obtain the County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

The Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following the Contract expiration, termination or cancellation.

#### **8.24.11 Application of Excess Liability Coverage**

The Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### 8.24.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### 8.24.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, the Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### 8.24.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

### 8.25 **INSURANCE COVERAGE**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of the Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

#### **8.25.3 Workers Compensation and Employers' Liability**

insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that the County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **8.25.4 Professional Liability/Errors and Omissions**

Insurance covering the Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, the Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Agreement's expiration, termination or cancellation.

#### **8.25.5 Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$1 million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by the County to the Contractor, and applies to all of the Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

## **8.26 LIQUIDATED DAMAGES**

- 8.26.1 If, in the judgment of the TTC, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the TTC, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the TTC, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the TTC, or his/her designee, determines that there are deficiencies in the performance of this Contract that the TTC, or his/her designee, deems are correctable by the Contractor over a certain time span, the TTC, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the TTC, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars per day per infraction, or as specified in the PRS Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.



8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.28 NON DISCRIMINATION AND AFFIRMATIVE ACTION**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay

or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

### **8.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the TTC from acquiring similar, equal or like goods and/or services from other entities or sources.

### **8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the TTC, or designee shall resolve it.

### **8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten days' prior written notice thereof to the other party. The TTC, or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 CALIFORNIA PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of

a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

## **8.37 PUBLICITY**

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

## **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof

of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash

payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 RECYCLED BOND PAPER**

Consistent with the Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 SUBCONTRACTING**

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing



services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Contracts Section  
County of Los Angeles  
Treasurer and Tax Collector  
500 West Temple Street, Room 464  
Los Angeles, California 90012

Before any Subcontractor employee may perform any work hereunder.

#### **8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.



## **8.42 TERMINATION FOR CONVENIENCE**

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
  - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

## **8.43 TERMINATION FOR DEFAULT**

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- Contractor has materially breached this Contract; or
  - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after

receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph 8.43.2.
- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of Sub-

paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts and service, the provision of travel or entertainment, or tangible gifts.

#### **8.45 TERMINATION FOR INSOLVENCY**

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty days in the ordinary course of business

or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30th of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.49 USE OF COUNTY SEAL AND/OR TTC'S LOGO**

The Contractor shall not use or display the official seal of the County of Los Angeles or the TTC's logo on any of its letterheads or other communications with any businesses, or for any other reason.

#### **8.50 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.51 WARRANTY AGAINST CONTINGENT FEES**

8.51.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.51.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.52 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit

financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.53 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.52 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification

or denial of certification of any entity as a Local Small Business Enterprise.

9.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

## **9.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

9.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.2.4 If the Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

/

/

/

/



IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By

Deputy



CONTRACTOR: CBS PERSONNEL  
SERVICES, LLC DBA STAFFMARK

By

Julia Bolden

Name

Branch Manager

Title

COUNTY OF LOS ANGELES

By

Don Krabe

Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By

[Signature]

**ADOPTED**  
BOARD OF SUPERVISORS

**#11 JAN 21 2014**

APPROVED AS TO FORM:

John Krattli  
County Counsel

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

By

[Signature]

Deputy County Counsel

78114

**EXHIBIT A**  
**STATEMENT OF WORK**  
**TEMPORARY PERSONNEL SERVICES**

## TABLE OF CONTENTS

<b><u>SECTION</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
<b>1.0</b>	<b>SCOPE OF SERVICES.....</b>	<b>1</b>
1.1	Banking and Remittance Division.....	1
1.2	Cash Management Division - Electronic Funds Transfer Unit.....	2
1.3	Secured Property Tax Division.....	3
1.4	Administrative Services Division – Mail Services Unit.....	3
1.5	Special Projects/Circumstances.....	4
1.6	Public Administrator Division.....	4
<b>2.0</b>	<b>MINIMUM EXPERIENCE AND SKILL REQUIREMENTS.....</b>	<b>4</b>
<b>3.0</b>	<b>WORK HOURS.....</b>	<b>5</b>
<b>4.0</b>	<b>RESPONSIBILITIES.....</b>	<b>5</b>
4.1	County Personnel.....	5
4.2	Contractor’s Contract Administration.....	7
4.3	Contractor’s Personnel.....	8
4.4	Employee Criminal Records.....	10
4.5	Employee Identification Badges.....	11
4.6	Materials and Equipment.....	11
4.7	Parking and Transportation.....	11
4.8	Employee Lockers/Storage Space.....	11
<b>5.0</b>	<b>TEMPORARY PERSONNEL ORDERS AND DELIVERY.....</b>	<b>11</b>
<b>6.0</b>	<b>QUALITY CONTROL.....</b>	<b>12</b>
<b>7.0</b>	<b>COUNTY’S QUALITY ASSURANCE PLAN.....</b>	<b>13</b>
7.1	Meetings.....	13
7.2	Contract Discrepancy Report (Technical Exhibit 1).....	13

## TABLE OF CONTENTS

<b><u>SECTION</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
	7.3 County Observations.....	14
<b>8.0</b>	<b>DEFINITIONS.....</b>	<b>14</b>
<b>9.0</b>	<b>PERFORMANCE REQUIREMENTS SUMMARY.....</b>	<b>14</b>
<b>10.0</b>	<b>GREEN INITIATIVES.....</b>	<b>16</b>

### **ATTACHMENTS:**

Attachment 1 - Job Descriptions and Classifications

Attachment 2 - Anticipated Staffing Schedule

Attachment 3 - Temporary Contract Employee Guidelines

Attachment 4 - Status Checklist

Attachment 5 - Employee Acceptable Use Policy

Attachment 6 - Relatives Working in Positions of Interlocking Trust

## TEMPORARY PERSONNEL SERVICES STATEMENT OF WORK

### **1.0 SCOPE OF SERVICES**

The County of Los Angeles (County) is authorized under California Government Code Section 31000.4 to obtain temporary personnel services to assist the County during any peak workload, temporary absence, or emergency order other than a labor dispute. Use of temporary personnel services under Government Code Section 31000.4 is limited to a period not to exceed 90 consecutive days for any single peak workload, temporary absence, or emergency situation.

The Treasurer and Tax Collector (TTC) has several peak workload periods in various areas of the department whereby temporary personnel services are required for intermittent, as-needed, short-term assignments, which may be confidential in nature as described in further detail below. Primarily, temporary personnel services are utilized to assist the TTC with processing the first and second installments of the annual property tax payments commencing late October or early November through December and again March through April, respectively. During the processing of the property tax installment payments, the TTC receives a high volume of walk-in payments in addition to payments received via the United States Postal Service (USPS), and independent delivery services, e.g., FedEx, DHL, of which contribute to the labor intensive-and fast paced work environment, where the demand for temporary personnel services may fluctuate from day-to-day. The TTC guarantees no minimum usage of temporary personnel services from any agency.

#### **1.1 Banking and Remittance Division**

1.1.1 The Banking and Remittance Division of the TTC is responsible for collecting and processing all property tax payments for the County of Los Angeles. Secured property tax payments are due in two installments, November 1 and February 1 of each year. All taxes due on November 1, are delinquent if unpaid by December 10 at 5:00 p.m. and taxes due on February 1, are delinquent if unpaid by April 10, at 5:00 p.m. Tax payments may be made by mail, credit/debit card, electronically or in person at cashier windows located at the TTC's headquarters office located in Downtown Los Angeles and a satellite office located in Lancaster.

1.1.2 The busiest tax collection days of the year are December 10 and April 10 and during the two-week period just prior to and following these dates (i.e., annual peak seasons). During the respective peak season(s) reflected above, approximately 1.1 million to 1.6 million tax payments are received by mail and processed by the TTC. Due to this enormous increase in workload during these specific periods of time and the need to process the tax payments promptly, the TTC employs temporary personnel to assist the Department with

processing mail, walk-in payments and the electronic data processing of various payment documents and checks. The services include mail opening, payment processing (data entry), cashiering, and lobby traffic control.

- 1.1.3 Temporary personnel services are needed twice a year, during peak seasons, that may start in late October or early November and again in late March. During the first two weeks of each peak season, mail payments may be processed seven days a week, 24 hours a day, including weekends. Temporary personnel are assigned to staggered eight-hour work shifts, beginning at various times within a 24 hour period depending on the needs of the Department, not including lunch breaks. Specific work shifts will be determined based on actual workload and are subject to change depending upon need.

## **1.2 Cash Management Division – Electronic Funds Transfer Unit**

- 1.2.1 The Electronic Funds Transfer (EFT) Unit of the TTC is responsible for collecting and processing Automated Clearing House (ACH) property tax payments submitted through the EFT Program for the County of Los Angeles. Secured property tax payments are due in two installments, November 1 and February 1 of each year. All taxes due on November 1 are delinquent if the payment is not accepted by the TTC's designated bank by December 10 and taxes due on February 1 are delinquent if the payment is not accepted by the TTC's designated bank. Tax payments are made electronically through the bank.
- 1.2.2 The busiest tax collection days of the year are December 10 and April 10 and during the two-week period just prior to and following these dates (i.e., annual peak seasons). During the annual peak season thousands of tax payments are received by ACH and manually processed by the TTC. Due to this enormous increase in workload during these specific periods of time and the need to process the tax payments promptly, the TTC employs temporary personnel to assist the Department with the manual data processing of various payment documents. Services include data entry, mail opening, and reconciling.
- 1.2.3 The temporary personnel are needed twice a year, during peak seasons, that may start in late October or early November and again in late March. During the first two weeks of each peak season, ACH payments may be processed seven days a week, 24 hours a day, including weekends. Temporary personnel are assigned to staggered eight-hour work shifts, beginning at various times within a twenty-four hour period depending on the needs of the Department, not including lunch breaks. Specific work shifts

will be determined based on actual workload and are subject to change depending upon need.

### **1.3 Secured Property Tax Division**

1.3.1 The Secured Property Tax Division of the TTC is responsible for enforcing collection of taxes on tax defaulted property by public sale of such properties and disbursement of excess proceeds. Additionally, the Secured Property Tax Division is responsible for processing Property Tax Payment Exceptions. A Payment Exception is generated by the TTC when there is a discrepancy with a tax payment received and the TTC is: 1) unable to determine the parcel or tax year to apply a tax payment received; or 2) the amount of a tax payment received is not consistent with the amount due (i.e., overpayment or underpayment). As a result, the TTC is unable to process and post the payment until the discrepancy has been resolved. The Payment Exception process allows the TTC staff to perform an investigation and audit to determine the cause for the discrepancy and the appropriate corrective action.

1.3.2 The busiest days of the year for handling Payment Exceptions are during the months of January, February, May, and June i.e., the months following the property tax collection annual peak season (December 10<sup>th</sup> and April 10<sup>th</sup>). Due to this seasonal increase in workload and the need to identify, handle and post payments expeditiously, temporary personnel are needed to assist the department with the Payment Exception audit and investigation process.

1.3.3 Temporary personnel may be required annually on an as-needed, intermittent basis during the months following the annual peak season (January, February, June and July) Monday through Friday. Temporary personnel are assigned to staggered eight-hour work shifts between the hours of 8:00 a.m. until 5:00 p.m., not including lunch breaks. Specific work shifts will be determined based on actual workload and are subject to change depending upon need.

### **1.4 Administrative Services Division – Mail Services Unit**

The Mail Services Unit of the TTC is responsible for overseeing and coordinating mail services for the TTC, as well as other County departments. Through the TTC's County Intradepartmental Services, approximately 6.3 million pieces of outgoing mail and 5.8 million pieces of incoming mail are processed through the Mail Services Unit annually. The Mailing Services Unit may utilize temporary personnel during the property tax payment peak seasons, for the pickup, handling, and transportation of mail to the Banking and Remittance Division. In addition, the Mail Services Unit may also require temporary mail personnel during

regular work hours (e.g., Monday through Friday, 7 a.m. to 5 p.m.) throughout the year on an as-needed basis.

### **1.5 Special Projects/Circumstances**

From time to time the TTC may experience an occasional and/or seasonal increase in workload. The TTC shall notify the Contractor in writing of such increases in workload and the need for temporary personnel services. Contractor shall provide temporary personnel as requested to assist the TTC in meeting the needs of the Department during such increases in workload.

### **1.6 Public Administrator Division**

1.6.1 The TTC's Public Administrator Division (PA) is responsible for safeguarding estate assets and liquidating them, or distributing them in-kind to those entitled, in accordance with the California Probate Code. When personal property is found, it is packed in boxes and crated for storage in the TTC's warehouse until it becomes necessary to sell the property. Valuables, such as jewelry and coins, are stored in a vault at another location. Vehicles, including, but not limited to, cars, trucks, motorcycles and trailers are towed to the TTC's warehouse for storage. From time to time the PA may experience the need for temporary warehouse worker services.

1.6.2 Temporary warehouse worker employees may be required on an as-needed basis Monday through Friday between the hours of 7:00 a.m. until 4:00 p.m., not including lunch breaks. Specific work shifts will be determined based on actual workload and are subject to change depending upon need. The Temporary warehouse worker may be required to work one Saturday per month for the monthly Public Administrator auction located at the TTC's Warehouse, as specified in Subparagraph 11.4 of Attachment I to this Statement of Work (SOW).

## **2.0 MINIMUM EXPERIENCE AND SKILL REQUIREMENTS**

The Contractor shall provide experienced individuals to perform the functions and duties delineated in this Appendix B, SOW for the TTC at: 1) The TTC's headquarters located at 500 West Temple Street, Los Angeles, CA 90012; 2) The TTC's warehouse located at 16610 Chestnut Street, City of Industry, CA 91748; and/or 3) at its satellite office located at 335A East Avenue K6, Lancaster, CA 93535. The services will be provided on an as-needed basis, for a period of not more than 90 days for any single peak workload period. The **TTC guarantees no minimum usage.**

Listed in Attachment 1 (Job Descriptions and Classifications) are minimum qualifications for each job classification that may be required. All classifications, unless otherwise stated, must have the ability to bend, stoop, lift above head, lift



loads weighing at least 10 to 15 pounds, and have the ability to read, write, and speak English fluently. Communication in a second language is desirable.

### **3.0 WORK HOURS**

- 3.1 Temporary personnel are, at minimum, needed twice a year during the peak season beginning in late October or early November and again in March, to assist the TTC with processing annual property tax installment payments. During each peak season, mail payments may be processed seven days a week, 24 hours a day, including weekends. Temporary personnel are assigned to staggered work shifts beginning at various times within a 24 hour period depending on the needs of the Department. Specific work shifts will be determined based on actual workload and are subject to change depending upon the need. An Anticipated Work week and Staffing Schedule are shown in Attachment 2 (Anticipated Staffing Schedule) of this Appendix B. Workweeks, work hours, and the estimated number of staff required may change depending on the need.
- 3.2 Temporary personnel may be used on an as-needed basis by the TTC's Banking and Remittance Division, Administrative Services Division, and other TTC Divisions throughout the year during regular Department work hours of Monday through Friday 7 a.m. until 5 p.m. or Monday through Friday 6:00 a.m. until 7:00 p.m.
- 3.3 In order to meet the ongoing needs of the Department, the Contractor's personnel may be required to work weekends and one or more of these holidays:

New Year's Day  
Martin Luther King, Jr.'s Birthday  
Presidents' Day  
Good Friday  
Easter Sunday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Day

### **4.0 RESPONSIBILITIES**

#### **4.1 COUNTY PERSONNEL**

The TTC shall assign a Contract Administrator and a Contract Manager to provide overall management and coordination of the Contract and act as

liaisons for the TTC. The TTC Contract Administrator shall provide information to the Contractor in areas relating to policy and procedural requirements and the TTC Contract Manager will monitor the Contractor's performance during the term of the Contract. The TTC shall inform the Contractor in writing of the name, address, and telephone number of the individuals designated to act as the Contract Administrator and the Contract Manager, or any alternate identified in Exhibit E, the County's Administration, of this Contract, at the time the Contract is executed and shall notify the Contractor as changes occur.

#### **4.1.1 COUNTY'S CONTRACT ADMINISTRATOR**

4.1.1.1 The County's Contract Administrator shall be responsible for ensuring that the objectives of this Contract are met and determining the Contractor's compliance with the Contract and inspecting all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

4.1.1.2 The County's Contract Administrator is responsible for providing overall direction to the Contractor in the areas relating to the County policy, information requirements, and procedural requirements.

4.1.1.3 The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract except as permitted in accordance with Appendix A, Contract, Sub-paragraph 8.1, Change Notices and Amendments, and is not authorized to further obligate the County in any respect whatsoever.

#### **4.1.2 COUNTY'S CONTRACT MANAGER**

4.1.2.1 The responsibilities of the County's Contract Manager include:

- As needed, request meeting with the Contractor's Contract Manager; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

4.1.2.2 The County's Contract Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

4.1.2.3 The TTC reserves the right to have the Contract Administrator and/or the Contract Manager, or the

designated alternate interview any or all prospective employees of the Contractor.

## **4.2 CONTRACTOR'S CONTRACT ADMINISTRATION**

### **4.2.1 CONTRACTOR'S CONTRACT ADMINISTRATOR**

4.2.1.1 The Contractor's Contract Administrator shall be a full-time employee of the Contractor. The Contractor's Contract Administrator shall be the principal officer in the Contractor's office to service the Contract and to act as a liaison for the Contractor in coordinating the performance under the Contract. The TTC must be provided in writing with the name, address, and telephone number of the individual designated to act as the Contract Administrator, or any alternate identified in Exhibit F, Contractor's Administration, of the Contract, and provide a current copy of the person's resume at the time the Contract is executed and shall notify the TTC as changes occur.

4.2.1.2 The Contractor's Contract Administrator shall be responsible for the Contractor's performance of all tasks, deliverable, goods, services, or other work provided by or on behalf of the Contractor and ensuring the Contractor's compliance with the Contract.

4.2.1.3 The Contractor's Contract Administrator shall be available to meet and confer with the County's Contract Administrator on an as needed basis, either in person or by telephone as mutually agreed by the parties, to review the Contract performance and discuss project coordination. Such meetings shall be conducted at a time and place as mutually agreed by the parties.

### **4.2.2 CONTRACTOR'S CONTRACT MANAGER**

4.2.2.1 The Contractor's Contract Manager and Alternate Contract Manager shall be full-time employees of the Contractor. The Contractor shall inform the TTC in writing of the name, address, and telephone number of the individual designated to act as the Contract Manager, or any alternate identified in Exhibit F, Contractor's Administration, of the Contract, and provide a current copy of the person's resume at the time the Contract is executed and shall notify the TTC as changes occur.

4.2.2.2 The Contractor's Contract Manager and alternate(s) must have a minimum of three years documented experience providing services similar to those requested in the Contract; be full-time employee of the Contractor; and be able to fluently read, write, speak, and understand English.

4.2.2.3 The Contractor's Contract Manager and Alternate Contract Manager shall have full authority to act for the Contractor on

all matters relating to the daily operation of the Contract. The Contract Manager shall be available during normal work hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, for telephone contact and to meet with the TTC personnel designated to discuss the operation of the Contract. When the Contract work is performed at times other than described above, or when the Contract Manager cannot be present, an equally responsible individual shall be designated to act on behalf of the Contract Manager. The TTC shall have the right to approve the assignment or replacement of any Contract Manager or alternate recommended by the Contractor.

#### **4.3 CONTRACTOR'S PERSONNEL**

4.3.1 The Contractor is responsible for training the Contractor's personnel assigned to perform services under the Contract. Prior to commencing assignment, each temporary contract employee shall be provided with Attachment 3 (Temporary Contract Employee Guidelines). All personnel assigned by the Contractor to perform these services shall at all times be employees of the Contractor and the Agency shall have the sole right to hire, suspend, discipline, or discharge such employees. However, any employee of the Contractor who, in the County's sole discretion is unsatisfactory shall be removed from the performance of requested services immediately upon the written and/or oral request of the County's Contract Administrator.

The County's Contract Administrator may, at his/her sole discretion, direct the Contractor to replace any of the employees the Contractor has provided.

4.3.2 The Contractor will be solely responsible for providing to its employees all legally required employee benefits and the County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employee provided by the Contractor. Payment for services rendered shall be made upon approval of invoices submitted to the County by the Contractor.

4.3.3 The Contractor shall be responsible for providing competent staff to fulfill the requirements set forth in the SOW. All employees to be assigned by the Contractor must pass the respective County approved competency/skills test(s) and results of said test must be provided to the County by the Contractor. The TTC shall have the right to review and approve potential staff prior to assignment.

- 4.3.4 Personnel assigned by the Contractor shall at a minimum, in addition to the experience and knowledge, skill and/or ability outlined in the minimum requirements of the position, possess the following:
- a. The ability to work in a complex, fast-paced, and confidential working environment.
  - b. The ability and skill to fluently read, write, speak, and understand English.
  - c. Personnel must present a neat, businesslike appearance and behave in a professional manner with peers, co-workers, the public, and all levels of personnel. The Contractor's employees are subject to a dress code when assigned to the TTC's facility; must conduct themselves in a reasonable manner at all times and must not cause any disturbance; and are otherwise subject to all rules and regulations (Attachment 3) of the TTC and the County facility in which the TTC's operations are located. The Contractor shall retain a signed statement in each employee's personnel file that the employee has read and will abide by the TTC's Rules and Regulations.
  - d. The ability to handle sensitive materials and perform confidential duties. The Contractor's personnel shall not communicate confidential data and/or materials.
  - e. All Contractor employees performing work under this Contract shall be required to undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local and federal-level review, which may include, but not limited to, criminal conviction information. Contractor shall provide periodic updates as changes in Contractor staffing for the performance of work under this Contract occur during the term of this Contract, or when requested by the TTC. Background investigation checks may be performed in the manner and method required by the TTC, which may include, but not limited to, Live Scan fingerprinting. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and purgery, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's employees pass or fail the background clearance investigation.

- f. All personnel providing services in conjunction with the Contract will be required to sign an Exhibit G2, Contractor Employee Acknowledgement and Confidentiality Agreement, as set forth in the body of the Contract. During the term of the Contract, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the TTC Contract Administrator prior to delivery of personnel.

#### **4.3.5 MONETARY LOSSES/SHORTAGES**

- a. The Contractor shall be liable for all losses/shortages, equal to or greater than ten dollars per incident, resulting from the Contractor or the Contractor's Employees performance under the Contract.
- b. If the TTC determines that there are losses/shortages, the TTC will provide a written notice to the Contractor indicating the total amount of the loss/shortage, the date the loss/shortage occurred and the employee responsible for the loss/shortage.
- c. Losses/Shortages in the amount of one hundred dollars (\$100) or greater per day, or in aggregate, and/or should a pattern of shortages occur, shall be the basis for immediate dismissal of the Contractor's Employee from performing services under the Contract. The TTC shall immediately notify the Contractor of such incidents.
- d. In the event the TTC determines the Contractor's Employee, once trained in the usage/operation of counterfeit currency detection devices, has failed to detect counterfeit currency, the Contractor shall be liable for the total amount of the loss.
- e. The Contractor shall make payment to the TTC within 30 days of receipt of the TTC's written notice for the total amount of the loss/shortage or shortage(s) may be deducted from an outstanding invoice in the event reimbursement(s) are not received within 30 days.

#### **4.4 EMPLOYEE CRIMINAL RECORDS**

All the Contractor's employees are required to undergo a Live Scan Fingerprint background investigation. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local and federal-level review, which may include, but not limited to, criminal conviction information. No personnel employed by the Contractor and providing the services under the Contract shall have a criminal conviction record or pending criminal trial for bribery, fraud, receiving stolen property, robbery, embezzlement, theft or forgery, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the TTC.

#### **4.5 EMPLOYEE IDENTIFICATION BADGES**

The Contractor shall provide all personnel with a standard photo identification badge acceptable to the TTC, which indicates the person's name and identification number, name of the Contractor, a statement which identifies the person as a Contractor/Contractor Employee for the Los Angeles County Treasurer and Tax Collector, and the TTC's telephone number (to be provided to the Contractor by the County's Contract Administrator). The format and content of the badge is subject to the TTC's approval prior to the Contractor implementing the badge's use. The Contractor's employees, while on duty, shall prominently display the photo identification badge on the upper part of their body.

#### **4.6 MATERIALS AND EQUIPMENT**

The TTC shall provide all materials and equipment necessary for the Contractor to operate under the Contract. Any damage done to the County's real or personal property and/or facilities used or occupied by Contractor's employees beyond wear from normal usage, as determined by the TTC's Contract Administrator, shall be repaired at the Contractor's expense, or at the sole discretion of the TTC may be repaired by the County and such costs for repairs (including Departmental overhead) deducted from payments due to the Contractor.

#### **4.7 PARKING AND TRANSPORTATION**

The TTC shall not provide or reimburse parking or transportation costs for temporary contract employees.

#### **4.8 EMPLOYEE LOCKERS/STORAGE SPACE**

The TTC shall provide the Contractor's employees with storage space/locker for storing personal property. However, it is the responsibility of the Contractor to ensure that each of the Contractor's employee has and/or is provided with a lock, i.e., key operated padlock, combination lock, or other security device to secure the employee assigned storage space/locker. The County shall not be responsible for lost or stolen items. In the event the Contractor's employee is unable to access their assigned locker/storage space and a locksmith is called to remove the lock(s), the fee for the removal service shall be reimbursed by the Contractor.

### **5.0 TEMPORARY PERSONNEL ORDERS AND DELIVERY**

5.1 After the initial work order is placed, the Contractor will be required to provide temporary personnel services within twenty-four hours after receipt of any and all subsequent TTC work order(s).

5.2 One business day (24 hours) prior to arrival of the temporary contract employee(s), the Contractor shall provide the TTC with a list of the

personnel (name and identification number) assigned to fill the order along with a completed Attachment 4, Status Checklist (Checklist), which shall include supporting documentation, Attachment 5 (Employee Acceptable Use Policy (AUP) form), and Attachment 6 (Relatives Working in Positions of Interlocking Trust form) for each employee. The Checklist shall include certification by the Contractor that each person: a) has been identified via copy of photo identification; b) meets the staff minimum requirements as stated herein; c) if applicable, has passed a competency test administered by the Contractor and their respective passing score received (a copy of such test must be attached to Checklist); and d) has undergone and passed California Department of Justice (DOJ) Live Scan fingerprint/background investigation for State, local and federal-level review and the TTC must be in possession of the investigation results.

The Contractor shall be prohibited from referring relatives of the Contractor or Contractor's employees (e.g., father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, husband, wife, child, stepchild, grandfather, grandmother, grandchild or domestic partner) from providing services under the Contract.

In the event a temporary contract employee is related to a TTC employee as evidenced in Attachment 6, Relatives Working in Positions of Interlocking Trust, the TTC shall make a determination of acceptance for employment prior to assignment.

- 5.3 The Contractor shall be responsible for immediately removing and replacing within 24 hours any temporary contract employee working on the Contract when requested to do so by the TTC Contract Administrator.
- 5.4 The Contractor shall provide replacement personnel within twenty-four hours of any temporary contract employee who calls in "sick" or is a "no show." Non-compliance with providing replacement personnel within 24 hours shall be considered a "no fill" and assessed a penalty accordingly. The TTC may also request immediate/same day replacement personnel for the "peak tax season", non-compliance with providing immediate/same day replacement personnel shall be considered a "no fill" and assessed a penalty accordingly, (see PRS Chart, Technical Exhibit 2). The Contractor shall comply with the Temporary Contract Employee Guidelines, Tardiness and Absence Policy (Attachment 3), outlining the guidelines for "sick," "no shows" and "no fills" penalty assessments.
- 5.5 If the required number of qualified personnel has not arrived within 48 hours of the start of the assignment, the County reserves the right to cancel the order and purchase the services from other sources.

## **6.0 QUALITY CONTROL**

The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met. A copy must be provided to the TTC Contract Administrator on the Contract start date and as changes occur. The plan shall include, but not limited to, the following:



- 6.1 An inspection system covering the services listed in Appendix C, Technical Exhibit 2 - Performance Requirements Summary (PRS). It must specify the activities to be monitored by the Contractor on either a scheduled or unscheduled basis, how often monitoring will be accomplished, and the title of the individual(s) who will perform the monitoring.
- 6.2 The methods used by the Contractor to identify and prevent deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 6.3 An emergency plan that covers the method for continuing to provide services to the TTC in the event of an emergency that disrupts the Contractor's operations.
- 6.4 The Contractor shall maintain a file of all inspections conducted by the County and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of the Contract.

## **7.0 COUNTY'S QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under the Contract using the quality assurance procedures as defined in Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance, of the body of the Contract.

### **7.1 Meetings**

The Contractor shall be available to meet and confer with the County's Contract Administrator on an as needed basis, either in person or by telephone as mutually agreed by the parties, to review the Contract performance and discuss project coordination. Such meetings shall be conducted at a time and place as mutually agreed by the parties. Failure to attend will cause an assessment of \$50 per occurrence.

### **7.2 Contract Discrepancy Report (Technical Exhibit 1)**

- 7.2.1 Verbal notification of a Contract discrepancy will be made to the Contractor's Contract Manager as soon as possible whenever a Contract discrepancy is identified. The discrepancy shall be resolved within a time period mutually agreed upon by the County and the Contractor. The County Contract Manager will determine whether a formal Contract Discrepancy Report provided in Appendix C, Technical Exhibit 1, shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Manager within five business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy

Report shall be submitted to the County Contract Manager within ten business days.

7.2.2 Email notification of a Contract discrepancy shall be acceptable and made to the Contractor's Contract Manager whenever a Contract discrepancy is identified. The discrepancy shall be resolved within a time period mutually agreed upon by the County and the Contractor. Upon receipt of the email notification, the Contractor is required to respond via email to the County Contract Manager within one to three business days acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified shall be submitted, via email, to the County Contract Manager within seven business days.

### **7.3 County Observations**

In addition to the Departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to the Contract at any time during normal business hours Monday through Friday, 8: 00 a.m. through 5:00 p.m. However, personnel may not unreasonably interfere with the Contractor's performance.

## **8.0 DEFINITIONS**

- 8.1 **Performance Requirements Summary:** Identifies the key performance indicators of the Contract that will be evaluated by the County to assure the Contractor meets contract performance standards, Appendix C, Technical Exhibit 2, Performance Requirements Summary.
- 8.2 **Quality Control Plan:** All necessary measures taken by the Contractor to ensure that the quality of service will meet the Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in this SOW.
- 8.3 **User Complaint Forms and Contract Discrepancy Reports:** The documents used by the TTC to document discrepancies or problems with the Contractor's performance; to record explanations of unsatisfactory performance, corrective action taken, and plans to prevent recurrence by the Contractor; and to record action taken by the TTC as a result of its evaluation of the Contractor's response, Appendix C, Technical Exhibit 1, Contract Discrepancy Report.

## **9.0 PERFORMANCE REQUIREMENTS SUMMARY**

- 9.1 A Performance Requirements Summary , Appendix C, Technical Exhibit 2, listing required services that will be monitored by the County during the term of the Contract is an important tool for the County. The purpose of the PRS Chart is to:

- 9.1.1 List the required services which will be monitored by the TTC during the term of the Contract (Column 1);
  - 9.1.2 Identify the performance standards for satisfactory performance (Column 2);
  - 9.1.3 Explain the quality monitoring method the TTC will use to evaluate the Contractor's performance in meeting the contract requirements (Column 3); and
  - 9.1.4 Indicate the deductions/fees to be assessed for non-compliance with the Contractor and/or this SOW. (Column 4).
- 9.2 The services listed in the PRS are intended to be completely consistent with the Contract and with the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract, the SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.
- 9.3 When the Contractor's performance does not conform to the requirements of the Contract, the County will have the option to apply any or all of the following non-performance remedies:
- 9.3.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and the monitoring methods to prevent recurrence.
  - 9.3.2 Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.
  - 9.3.3 Reduce, suspend or cancel the Contract for systemic, deliberate misrepresentations or unacceptable levels of performance.
  - 9.3.4 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform to neglected work specified within ten business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoices.
  - 9.3.5 This section does not preclude the County's right to terminate the Contract upon ten business day's written notice with or without

cause, as provided for in Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.42, Termination for Convenience of the body of the Contract.

#### **9.4 COUNTY QUALITY MONITORING**

On an ongoing basis, the Contractor's performance will be compared to the Contract standards and the PRS chart. The TTC may use a variety of inspection methods to evaluate the Contractor's performance. These methods may include, but are not limited to:

9.4.1 User complaints.

9.4.2 100% inspection of completeness and quality of work on a periodic basis.

9.4.3 Adherence to County policies, procedures, rules and regulations.

#### **9.5 CRITERIA FOR SATISFACTORY AND UNSATISFACTORY PERFORMANCE**

Performance of a listed service is considered satisfactory when the Contractor meets the requirements of the SOW and/or the Contract. When performance is unsatisfactory, the TTC may complete a user complaint form as well as a Contract Discrepancy Report (Appendix C, Technical Exhibit 1), and send these to the Contractor. Upon receipt of this document or any other notice, the Contractor is required to respond in writing to the County Contract Administrator within five business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified shall be submitted to the County Contract Administrator within timeframe requested, but not less than five business days of receipt explaining why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how a reoccurrence will be prevented. The TTC Contract Administrator will, at his/her sole discretion, evaluate the Contractor's explanation and determine whether full payment, partial payment, or the Contract termination process is applicable.

#### **10.0 GREEN INITIATIVES**

10.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

10.2 Contractor shall notify County's Contract Manager of Contractor's new green initiatives prior to the contract commencement.

## JOB DESCRIPTIONS AND CLASSIFICATIONS

The Contractor shall provide experienced personnel to perform the functions and duties delineated in this Appendix B, Statement of Work (SOW), for the Treasurer and Tax Collector (TTC) at: 1) The TTC's headquarters located at 500 West Temple Street, Los Angeles, CA 90012; 2) The TTC's warehouse located at 16610 Chestnut Street, City of Industry, CA 91748; and/or 3) at its satellite office located at 335A East Avenue K6, Lancaster, CA 93535. Services will be provided on an as-needed basis, for a period of not more than 90 business days for any single peak workload. The TTC will provide contract personnel with approximately a half-hour job orientation. **The TTC guarantees no minimum usage.**

Listed below are the minimum qualifications for principal job classifications that may be required. The TTC may require personnel to work in a combination of job classifications including, but not limited to, the job classifications 1.0 through 11.0 listed below, to fill in where needed, which would require the Contractor to provide personnel with dual skills. All job classifications must have the ability to bend, stoop, lift above head, lift loads weighing 10 to 15 pounds, and have the ability to read, write and speak English fluently as indicated below. Communication in a second language is desirable.

**1.0 Cashier:** Performs responsible clerical assignments in connection with receiving, disbursing and accounting for cash, valuables or negotiable instruments. Employees in this classification must have at least nine months of cash handling experience and must meet the following minimum qualifications:

- 1.1 One year office clerical experience; nine months of which must have been in the handling of cash receipts or disbursements in a public setting and in the keeping of cash and handling records.
- 1.2 Demonstrated cash handling and balancing skills including, but not limited to: Handling a high dollar cash drawer including opening and closing procedures; verifying payment amounts, receiving payments, making change and issuing receipts; identifying counterfeit money and unacceptable checks; etc.
- 1.3 Ability to operate a basic 10-key pad standard to most desk top Personal Computer (PC) keyboards, perform mathematical computations, demonstrated skill in using a 10-key calculator by touch by completion of a TTC-approved data entry skills test, such as data entry 10-key and data entry decimals. The data entry skills test shall be provided and administered to potential employees by the Contractor with results furnished to the TTC at the time of referral and/or assignment with a minimum success of 95% accuracy and 5000 keystrokes per hour (KSPH) for each test.

- 1.4 Demonstrated customer service skills by completion of a TTC-approved customer service test, such as a customer service mindset survey. The customer service test shall be provided and administered to potential employees by the Contractor with a minimum score of 85% accuracy. Score results must be furnished to the TTC at the time of referral/assignment.
- 1.5 Experience opening and sorting mail, verifying amounts on remittances enclosed and transmitting them to the appropriate section.
- 1.6 Knowledge and skill in the use of Windows XP or higher with the ability to navigate with a PC mouse.

**2.0 Clerk:** Performs mail opening and remittance validation duties with and without the assistance of electronic mail opening equipment, and/or a variety of clerical duties requiring a basic working knowledge of the subject matter and the clerical functions involved. Upon completion of the TTC provided training, the candidate must demonstrate the ability to process standard mail utilizing basic knowledge of applications. In addition, this classification may assist Transport Equipment Operators in preparing documents for processing through the transport equipment.

Minimum requirements:

- 2.1 Six months of clerical experience in a general office setting. Waits on the public or acts as a receptionist in a small office; answers routine inquiries in person or by telephone.
- 2.2 Ability to prepare remittances for processing through remittance processing equipment by ensuring remittance documents are properly aligned and any dangling edges are removed.
- 2.3 Ability to open and sort mail, verifying amounts on remittances enclosed and transmitting them to the appropriate section.
- 2.4 Ability to operate automated mail opening equipment, e.g., the Opex Model 51 Rapid Extraction Desk and the Opex MPE 7.5.
- 2.5 Experience operating various office machines/equipment such as a 10-key adding machine/calculator, personal computer, printer, and copier.
- 2.6 Ability to process payments received with or without remittance stubs.
- 2.7 Ability to sort, arrange, and/or file documents in alphabetical and/or numerical order.
- 2.8 Ability to perform/solve basic mathematical computations.

- 2.9 Demonstrated filing skills by completion of a TTC-approved filing skills test, such as numeric filing and filing by name . The filing skills test shall be provided and administered to potential employees by the Contractor with a minimum score of 70% accuracy. Score results must be furnished to the TTC at the time of referral/assignment.

**3.0 Clerk (Customer Service Clerk - Lobby):** Performs customer service duties and/or a variety of clerical duties. The candidate must monitor lobby traffic, speak clearly and provide customer service to customers in a professional manner.

- 3.1 Six month's clerical experience in a general office setting. Waits on the public or acts as a receptionist in a small office; answers routine inquiries in person.
- 3.2 Demonstrated customer service skills by completion of a TTC-approved customer service test, such as a customer service mindset survey. The customer service test shall be provided and administered to potential employees by the Contractor with a minimum score of 85% accuracy. Score results must be furnished to the TTC at the time of referral/assignment.

**4.0 Exception Mail Clerk:** Performs mail opening and remittance validation duties with and without the assistance of electronic mail opening equipment, and/or a variety of clerical duties requiring a working knowledge of the subject matter and the clerical functions involved. Upon completion of the TTC provided training, the candidate must demonstrate the ability to distinguish payments belonging to different clients, understand and follow established exception mail processing procedures, be able to correctly and accurately assign payments to client-specific batches and not commingle various client payments. Candidate must conduct limited research utilizing the TTC systems to find parcel, bill, and/or account numbers so that payments will be applied consistently with established exception mail processing procedures and within allowable parameters. When necessary, inquire with unit Supervisor for proper handling of exceptions. Candidate will also perform alpha and numeric sorting/filing, light typing, etc. In addition, candidate must demonstrate the ability to open, review, and process standard mail.

Minimum requirements:

- 4.1 Six months of clerical experience in a general office setting. Waits on the public or acts as a receptionists in a small office; answers routine inquiries in person or by telephone.
- 4.2 Ability to prepare remittances for processing through remittance processing equipment by ensuring remittance documents are properly aligned and any dangling edges are removed.

- 4.3 Ability to open and sort mail, verifying amounts on remittances enclosed and transmitting them to the appropriate section.
- 4.4 Ability to operate automated mail opening equipment, e.g., the Opex Model 51 Rapid Extraction Desk, the Opex MPE 7.5, and the Opex AS 3600.
- 4.5 Experience operating various office machines/equipment such as a 10-key adding machine/calculator, personal computer, printer, and copier.
- 4.6 Ability to process payments received with or without remittance stubs.
- 4.7 Ability to sort, arrange and/or file documents in alphabetical and/or numerical order.
- 4.8 Ability to perform/solve basic mathematical computations.
- 4.9 Ability to conduct limited research on multiple payment types and documents in order to verify tax payment information on file.
- 4.10 Ability to learn how to utilize the TTC's tax roll system to look up and correctly identify parcel numbers for checks with no accompanying payment stubs.
- 4.11 Demonstrated skills by completion of a TTC-approved comparison skills test provided and administered to potential employees by the Contractor with a minimum score of 70% accuracy. Score results must be furnished to the TTC at the time of referral/assignment.

**5.0 Data Entry Clerk:** Performs data entry, operating data conversion/data capture equipment and performs other essential job functions related to the process. Employees in this classification must have at least nine month's data entry experience and must meet the following minimum requirements:

- 5.1 One year experience in the operation of a PC and a 10-key adding machine and knowledge of related data entry equipment.
- 5.2 Demonstrated data entry ability by completion of a TTC-approved data entry decimals skills test and a data entry check number skills test. These tests shall be provided and administered to potential employees by the Contractor with results furnished to the TTC at the time of referral/assignment with a minimum success in each test of 95% accuracy and 7000 KSPH and 6500 KSPH respectively.



- 5.3 Demonstrated matching skills by completion of a TTC-approved matching skills test, such as matching images. The matching skills test shall be provided and administered to potential employees by the Contractor with a minimum score of 90% accuracy. Score results must be furnished to the TTC at the time of referral/assignment.
  - 5.4 Demonstrated ability to review, edit and proof and revise posted data to ensure high accuracy in work.
  - 5.5 Familiarity with various data processing applications (e.g., Excel, Word).
  - 5.6 Ability to generate cash letters and post data on a desk ledger; prepare trial balance reports and complete required data entry logs; and prepare various logs and form documents.
  - 5.7 Ability to look up account information for the posting of payments received without remittance stubs (screenscape).
- 6.0 Mail Clerk and/or Procurement Clerk:** Performs a combination of routine manual and clerical duties including, but not limited to, participating in the mail handling process (e.g., receiving, delivery, operation of mail equipment, loading feed belt for bar coding, logging, hand-stuffing, etc.). Must have the ability to perform simple addition, subtraction, multiplication and division, and to read and follow simple instructions and lift loads weighing up to 35 pounds.

Minimum requirements:

- 6.1 Six month's clerical experience in a mailroom, warehouse or general office setting.
- 6.2 Demonstrated matching numeric skills by completion of a TTC-approved matching numeric skills test, such as matching numeric. The matching numeric skills test shall be provided and administered to potential employees by the Contractor with a minimum score of 70% accuracy. Score results must be furnished to the TTC at the time of referral/assignment.
- 6.3 Ability to operate a pallet jack.
- 6.4 Ability to load and unload receptacles for mail.
- 6.5 Ability to perform basic mathematical computations.
- 6.6 Ability to compare and proofread a variety of documents.

- 6.7 Ability to perform data entry assignments, which may include, but not be limited to, filling out templates, vehicle mileage forms, and/or compiling statistical information, etc.
- 6.8 Experience operating a 10-key adding machine.
- 6.9 May wait on the public or act as a receptionists in a small office; answers routine inquiries in person or by telephone.
- 6.10 May be required to accompany the County staff to and from an offsite Post Office to provide double custody of mail items.

## **7.0 Other Job Classifications**

In meeting the needs of the Department during increases in workload, vacancies, or long term leave, other job classifications could be required from time-to-time in: 1) higher level job classifications with duties comparable to those in the principal job classes (e.g., senior and/or supervisory level; and 2) job classifications in other occupational categories. In such instances, the Contractor will be notified in writing of such other job classifications, including minimum requirements and shall provide the Department with personnel accordingly. Following are sample job classifications that may be requested on an as needed basis:

- 8.0 Account Clerk:** Performs accounting clerical work in the maintenance of accounting records with a comprehensive established framework of procedures, under general supervision of an Accounting Supervisor or Accountant, for a large scale system (accounts payable, accounts receivable, or trust accounting system having in excess of 100,000 active accounts).

Minimum requirements:

- 8.1 One year experience in bookkeeping.
- 8.2 Knowledge and experience of accounts receivable, accounts payable, and bank reconciliation principals.
- 8.3 Demonstrated skill in using a 10-key calculator by touch.
- 8.4 May be responsible for assisting accountant in preparation of reports, investigating and responding to customer inquiries and/or complaints in person or by telephone.

- 9.0 Administrative Assistant:** Two to three years experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures. The ability to analyze,

interpret and present complex data to management orally or in writing. Demonstrated ability and skill to organize thoughts and compose/format written documents on word processing software including, but not limited to, recommendations and comprehensive reports to management.

Ability to use Microsoft Office Applications to prepare all forms of communication with County officials, including PowerPoint presentations, as well as send emails, prepare calendars, schedule appointments, arrange conferences and/or meetings and ability to screen office visitors and telephone callers.

**10.0 Senior Typist:** Performs a variety of duties requiring a working knowledge of office clerical procedures; produces rough and final copies of documents on a personal computer, requiring individualized formats such as letters, memorandums, forms, charts, and reports, from typed, written, or dictated material; and provides general information to the public. Employees in this classification must have at least three years of computer experience and score at least 75% on a TTC-approved Windows XP or higher basic knowledge test provided and administered by the Contractor. Score results must be furnished to the TTC at the time of referral/assignment.

Minimum requirements:

10.1 Three years of office clerical experience including use of a PC.

10.2 Ability to type 40 words per minute.

10.3 Knowledge and skill in the use of Windows XP or higher and ability to navigate a PC mouse.

10.4 Knowledge and skill in the use of Microsoft Software, specifically Word (word processing software), Excel (spreadsheet software) and Power Point (presentation software).

10.5 Ability to review, edit and proof and revise documents for proper spelling, grammar, punctuation, and format according to specified style and guidelines.

10.6 Ability to sort, arrange and/or file a variety of documents in alphabetical and/or numerical order.

10.7 Proficient in the use of various office machines, including fax machine, photocopy machine, calculator, computer printer and/or scanner.

10.8 Ability to answer telephone with multiple lines and provide general information to the public; and take accurate, written telephone messages.

**11.0 Warehouse Worker:** Loads, unloads and moves materials within or near worksite. Stacks, labels, protectively wraps, and/or bundles material for identification, storage and/or mailing. Assembles and/or disassembles, as applicable, 7' x 7' x 5' storage crates. Moves materials weighing up to 70 pounds by hand.

Minimum requirements:

11.1 Utilize a manual or electric hand truck and manual wheeled pallet dollies, or wheelbarrow.

11.2 Keep accurate, simple records and follow written and oral directions well.

11.3 Verify and record shipping and receiving items and assist with inventories of estate properties.

11.4 May work one Saturday per month for the monthly Public Administrator auction located at the TTC's Warehouse.

11.5 Demonstrate good communication skills due to contact with the public as well as vendors.

11.6 Ability to seal and label cartons for proper identification and calculate and record proper postage.

11.7 Certified "sit down" forklift operator with a minimum of six month's experience in operating forklifts.

11.8 Move material in excess of 50 pounds with a forklift or similar equipment.

11.9 Move automobiles with a forklift and/or assist in minor maintenance (air up tires, boost batteries, etc.) and clean-up/detailing.

## ANTICIPATED STAFFING SCHEDULE

BANKING AND REMITTANCE DIVISION		
WORK ASSIGNMENT	PRINCIPAL JOB CLASSIFICATION	NO. OF POS.
Annual Tax Season – 1 <sup>st</sup> Installment October 15 <sup>th</sup> – December 31 <sup>st</sup> Note: the Clerk and Data Entry Clerk positions will be assigned to one of three possible shifts after initial training.	Cashier	10-16
	Clerk	7-10
	Mail Clerk	8-10
	Data Entry Clerk	8-10
BANKING AND REMITTANCE DIVISION		
WORK ASSIGNMENT	PRINCIPAL JOB CLASSIFICATION	NO. OF POS.
Annual Tax Season – 2 <sup>nd</sup> Installment March 1 – April 21 <sup>st</sup> Note: the Clerk and Data Entry Clerk positions will be assigned to one of three possible shifts after initial training.	Cashier	10-16
	Clerk	6-8
	Mail Clerk	7-9
	Data Entry Clerk	7-9

CASH MANAGEMENT DIVISION		
WORK ASSIGNMENT	PRINCIPAL JOB CLASSIFICATION	NO. OF POS.
Annual Tax Season – 1 <sup>st</sup> Installment Last Monday of November – Last Friday of December. Note: The Data Entry Clerk position will be assigned to the Electronic Funds Transfer (EFT) Section. Two of the three positions will start on December 11 <sup>th</sup> .	Data Entry Clerk	1-3
CASH MANAGEMENT DIVISION		
WORK ASSIGNMENT	PRINCIPAL JOB CLASSIFICATION	NO. OF POS.
Annual Tax Season – 2 <sup>nd</sup> Installment Last Monday of March – Last Friday of April. Note: The Data Entry Clerk position will be assigned to the Electronic Funds Transfer (EFT) Section. Two of the three positions will start on April 11 <sup>th</sup> .	Data Entry Clerk	1-3

**ATTACHMENT 2****ANTICIPATED STAFFING SCHEDULE**

<b>PUBLIC ADMINISTRATOR DIVISION</b>		
<b>WORK ASSIGNMENT</b>	<b>PRINCIPAL JOB CLASSIFICATION</b>	<b>NO. OF POS.</b>
Working hours will be 7am – 4pm reporting to a supervisor who will provide work assignments.	Warehouse Worker I	1 - 2
<b>PUBLIC ADMINISTRATOR DIVISION</b>		
<b>WORK ASSIGNMENT</b>	<b>PRINCIPAL JOB CLASSIFICATION</b>	<b>NO. OF POS.</b>
N/A		
	N/A	

<b>ADMINISTRATIVE SERVICES DIVISION - MAIL SERVICES UNIT</b>		
<b>WORK ASSIGNMENT</b>	<b>PRINCIPAL JOB CLASSIFICATION</b>	<b>NO. OF POS.</b>
N/A		
	N/A	
<b>ADMINISTRATIVE SERVICES DIVISION - MAIL SERVICES UNIT</b>		
<b>WORK ASSIGNMENT</b>	<b>PRINCIPAL JOB CLASSIFICATION</b>	<b>NO. OF POS.</b>
N/A		
	N/A	

## ATTACHMENT 2

### ANTICIPATED STAFFING SCHEDULE

SECURED PROPERTY TAX DIVISION		
WORK ASSIGNMENT	PRINCIPAL JOB CLASSIFICATION	NO. OF POS.
N/A		
	N/A	
SECURED PROPERTY TAX DIVISION		
WORK ASSIGNMENT	PRINCIPAL JOB CLASSIFICATION	NO. OF POS.
N/A		
	N/A	

**Note:** Staffing requirements depicted in this schedule are estimates only and are subject to change based upon actual workload requirements. The TTC does not guarantee a minimum usage of temporary personnel.

**TREASURER AND TAX COLLECTOR  
TEMPORARY CONTRACT EMPLOYEE GUIDELINES**

Tardiness and Absence Policy

Temporary Contract Employees **must** call the Contractor if they are running late or are unable to report to their assignment with the Treasurer and Tax Collector (TTC).

**At no time shall the Temporary Contract Employees contact the TTC Supervisor regarding their tardiness or absence.**

The following Tardiness and Absence Policy is in effect for all Temporary Contract Employees:

**Tardiness**

If the Temporary Contract Employee is 10 minutes late or more:

- **First Offense:** A warning will be issued by the Contractor (The Contracts Division (Contracts) will contact the Contractor to advise them of the tardiness; the Contractor will administer the warning)
- **Multiple Offenses:** The Temporary Contract Employee may be released from service at the discretion of the TTC.

**Absences**

If the Temporary Contract Employee is absent for any reason and calls in their absence:

- **First Offense:** A warning will be issued by Contractor (Contracts will call the Contractor to advise them of the absence the Contractor will administer the warning).
- **Multiple Offenses:** The Temporary Contract Employee may be released from service at the discretion of the TTC.

During the course of their assignment, if the Temporary Contract Employee is absent for any reason and does not call in:

The Temporary Contract Employee may be released from service at the discretion of the TTC.

**Combination of Tardiness and Absences** In the event the temporary contract employee acquires any combination of reporting late or absent from assignment, as listed below, the temporary contract employee may be released from service at the sole discretion of the TTC.

- **One tardiness offence and one absence, or Two tardiness offenses, or**
- **Two absences.**



**Failure to Report to Assignment**

In the event an Temporary Contract Employee does not report to their assignment on his/her scheduled work date and does not call in, employee shall be considered a “no show;” the TTC may request replacement personnel within 24 hours, non-compliance by the Contractor to provide the required replacement personnel within 24 hours, may be assessed a \$30 penalty for each occurrence (see PRS Chart, Technical Exhibit 2), or at the sole discretion of the TTC, may release employee from service. The TTC may also request immediate/same day replacement personnel for the “peak tax period”, non-compliance by the Contractor to provide the required immediate/same day replacement personnel, shall be considered a “no fill” and may be assessed a \$50 penalty (see PRS Chart, Technical Exhibit 2), or at the sole discretion of the TTC may release employee from service.

## Rules and Regulations

All Temporary Contract Employees must comply with these rules and regulations. Because of the importance of the rules, Temporary Contract Employees found to be in violation will be subject to immediate dismissal.

1. Sign in and out each day, including lunch break.
2. Wear your Identification Badge at all times on the upper part of your body.
3. If applicable, store your personal items in the locker assigned to you. You must bring a lock (with key and/or combination lock) for your locker. All items must be removed at the end of your shift and the locker left unlocked.
4. If applicable, enter and exit your work area through the keypad door.
5. Work breaks are to last no longer than 15 minutes and lunch periods are for one-half (½) hour. Tardiness or late return from breaks or lunch will be grounds for dismissal.
6. Alcohol and controlled substances are prohibited on the County premises and reporting to work under the influence of alcohol or controlled substances is prohibited and grounds for dismissal.
7. Smoking is prohibited in all the County buildings.
8. Weapons are prohibited on the County premises.
9. Appearance and Conduct
  - a. As Temporary Contract Employee for the County of Los Angeles, you are expected to adhere to standards of appearance, cleanliness, and conduct.
  - b. Male employees must conform to acceptable dress standards for public service employees. It is required that male employees wear long trousers with a sport shirt with a collar or dress shirt. Undershirts **may not** be worn as outer garments. Appropriate footwear (shoes or boots) must be worn at all times. All open-heel and open toe sandals or shoes or footwear that are not securely held on to the foot are prohibited as they present a potential safety hazard to the wearer. Footwear such as slippers, scuffs, flip-flops, loungers, etc., is not permitted.
  - c. Female employees must conform to acceptable dress standards for public service employees. It is required that female employees wear dresses, pant suits, skirts or slacks, with a blouse or other similar combinations. Female employees must wear appropriate footwear at all times. All open-heel and open toe shoes/sandals or footwear that are not securely held on to the foot are prohibited as they present a potential safety hazard to the wearer. Footwear such as slippers, scuffs, flip-flops, loungers, etc. are not permitted.

### ATTACHMENT 3

- d. Baggie jackets and multi-pocket trousers are not allowed.
  - e. Both male and female employees may be required to wear a smock provided by the TTC.
  - f. Prescription sunglasses may be worn inside if prescribed for indoor wear. Other reasonable standards of dress will be enforced by the County/TTC supervisors/managers.
- 10. No personal items are allowed in the work area including, but not limited to, headphones, iPod(s) and/or cell phones.
  - 11. No food is allowed in the work area. At the discretion of the Supervisor/Manager, water (in plastic bottle with sports top) or coffee/tea (in covered mug) may be allowed.
  - 12. Personal calls or use of cell phones is prohibited in the work area.
  - 13. No visitors are allowed in the work area.
  - 14. All doors must remain locked at all times. Exceptions:
    - Room 417 (keypad door) – when entering or leaving the mail/check processing area or when supplies are being delivered.
    - Room 419 (Sliding glass door – Hallway) – when receiving mail from postal section.
  - 15. If applicable, doors are not to be propped open at any time unless supplies are being delivered and then the entrance is not to be left unattended.
  - 16. Checks must be in double custody at all times. When not being worked (i.e., waiting for next step) checks must be placed in the appropriate/designated tubs.
  - 17. If work is incomplete at shift's end, it must be given to the County/TTC supervisor/manager in charge to be locked in the designated safe.
  - 18. In the event the Temporary Contract Employee is assigned to the Banking and Remittance Division, there is a lunch room and a men's and women's restroom available on the first and fourth floors. A refrigerator and microwave oven are also available. The County is not responsible for items stored in the refrigerator. Personnel utilizing these areas are required to pick-up after themselves and maintain a clean and sanitary environment.

## STATUS CHECKLIST FOR TREASURER AND TAX COLLECTOR

EMPLOYEE NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMERGENCY CONTACT: NAME: \_\_\_\_\_ NUMBER: \_\_\_\_\_

	<u>Date Completed</u>	<u>Witnessed By</u>
<input type="checkbox"/> Employee Acknowledge and Confidentiality Agreement form	_____	_____
<input type="checkbox"/> Employee Acceptable Use Policy (AUP) form	_____	_____
<input type="checkbox"/> Relatives in Positions of Interlocking Trust form	_____	_____
<input type="checkbox"/> Orientation Guide	_____	_____
<input type="checkbox"/> Copy of Social Security and Photo ID (on file with Contractor)	_____	_____
<input type="checkbox"/> ID Badge Complete	_____	_____
<input type="checkbox"/> Fingerprint/Background Check	_____	_____
<input type="checkbox"/> Verify Clear Background Check	_____	_____
<input type="checkbox"/> Test scores verified	_____	_____
<input type="checkbox"/> Verified 9 month's cashier experience	_____	_____

Position Assigned: \_\_\_\_\_

Start Date Assigned: \_\_\_\_\_

Shift Supervisor: \_\_\_\_\_

Hours of Employment: \_\_\_\_\_

I acknowledge that this file is complete and attest that \_\_\_\_\_  
(employee name) has no criminal conviction record or pending criminal trial for bribery, fraud,  
receiving stolen property, embezzlement, theft or forgery.

\_\_\_\_\_  
Acknowledged by

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**COUNTY OF LOS ANGELES  
AGREEMENT FOR ACCEPTABLE USE AND  
CONFIDENTIALITY OF  
COUNTY'S INFORMATION TECHNOLOGY ASSETS,  
COMPUTERS, NETWORKS, SYSTEMS AND DATA**

As a Los Angeles County employee, contractor, vendor or other authorized user of County Information Technology (IT) assets including computers, networks, systems and data, I understand that I occupy a position of trust. I will use County IT assets for County management approved business purposes only and maintain the confidentiality of County's business and Citizen's private data. As a user of County's IT assets, I agree to the following:

1. Computer crimes: I am aware of California Penal Code 502(c) - Comprehensive Computer Data Access and Fraud Act (attached). I will immediately report any suspected computer misuse or crimes to my Management.
2. Security access controls: I will not subvert or bypass any security measure or system which has been implemented to control or restrict access to computers, networks, systems or data. I will not share my computer identification codes (log-in ID, computer access codes, account codes, ID's, etc.) or passwords.
3. Approved business purposes: I will use the County's Information Technology (IT) assets including computers, networks, systems and data for County management approved business purposes only.
4. Confidentiality: I will not access or disclose any County program code, data, information or documentation to any individual or organization unless specifically authorized to do so by the recognized information owner.
5. Computer virus and malicious code: I will not intentionally introduce any computer virus, worms or malicious code into any County computer, network, system or data. I will not disable or delete computer virus detection and eradication software on County computers, servers and other computing devices I am responsible for.
6. Offensive materials: I will not access or send any offensive materials, e.g., sexually explicit, racial, harmful or insensitive text or images, over County owned, leased or managed local or wide area networks, including the public Internet and other electronic mail systems, unless it is in the performance of my assigned job duties, e.g., law enforcement. I will report to my supervisor any offensive materials observed by me or sent to me on County systems.
7. Public Internet: I understand that the Public Internet is uncensored and contains many sites that may be considered offensive in both text and images. I will use County Internet services for approved County business purposes only, e.g., as a research tool or for electronic communication. I understand that the County's Internet services may be filtered but in my use of them I may be exposed to offensive materials. I agree to hold the County harmless should I be inadvertently exposed to such offensive materials. I understand that my Internet activities may be logged, are a public record, and are subject to audit and review by authorized individuals.
8. Electronic mail and other electronic data: I understand that County electronic mail (e-mail), and data, in either electronic or other forms, are a public record and subject to audit and review by authorized individuals. I will comply with County e-mail use policy and use proper business etiquette when communicating over e-mail systems.
9. Copyrighted materials: I will not copy any licensed software or documentation except as permitted by the license agreement.

10. Disciplinary action for non-compliance: I understand that my non-compliance with any portion of this Agreement may result in disciplinary action including my suspension, discharge, denial of service, cancellation of contracts or both civil and criminal penalties.

**CALIFORNIA PENAL CODE 502(c) -  
"COMPREHENSIVE COMPUTER DATA ACCESS AND FRAUD ACT"**

Below is a section of the "Comprehensive Computer Data Access and Fraud Act" as it pertains specifically to this Agreement. California Penal Code 502(c) is incorporated in its entirety into this Agreement by reference and all provisions of Penal Code 502(c) apply. For a complete copy, consult the Code directly at website [www.leginfo.ca.gov/](http://www.leginfo.ca.gov/).

502.(c) Any person who commits any of the following acts is guilty of a public offense:

- (1) Knowingly accesses and without permission alters, damages, deletes, destroys, or otherwise uses any data, computer, computer system, or computer network in order to either (A) devise or execute any scheme or artifice to defraud, deceive, or extort, or (B) wrongly control or obtain money, property, or data.
- (2) Knowingly accesses and without permission takes, copies or makes use of any data from a computer, computer system, or computer network, or takes or copies supporting documentation, whether existing or residing internal or external to a computer, computer system, or computer network.
- (3) Knowingly and without permission uses or causes to be used computer services.
- (4) Knowingly accesses and without permission adds, alters, damages, deletes, or destroys any data, computer software, or computer programs which reside or exist internal or external to a computer, computer system, or computer network.
- (5) Knowingly and without permission disrupts or causes the disruption of computer services or denies or causes the denial of computer services to an authorized user of a computer, computer system, or computer network.
- (6) Knowingly and without permission provides or assists in providing a means of accessing a computer, computer system, or computer network is in violation of this section.
- (7) Knowingly and without permission accesses or causes to be accessed any computer, computer system, or computer network.
- (8) Knowingly introduces any computer contaminant into any computer, computer system, or computer network.

**I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT:**

Employee's Name	Employee's Signature	Date
Manager's Name	Manager's Signature	Date



*County of Los Angeles*  
**TREASURER AND TAX COLLECTOR**

June, 2013

TO: Contractor's Contract Employees

FROM: Contract Administrator

SUBJECT: **RELATIVES WORKING IN POSITIONS OF INTERLOCKING TRUST**

Pursuant to Paragraph 8.6, Compliance with Applicable Laws, Contractor's Contract Employees assigned to the Treasurer and Tax Collector (TTC) under the Contract must comply with Section 3.1.4 of the Auditor-Controller's Fiscal Manual and Section 105.06 (revised July 10, 1991) of the TTC's Policy Manual, which address how and under what circumstances persons who are related to one another may work for the TTC.

Persons who are related to one another are not to be in positions of interlocking trust, i.e., where responsibilities of related employees (TTC and Contract Employees) may impair (either actual or perceived) the checks and balances over internal controls. In order for the TTC to determine whether this is the case, Contractor's Contract Employees must identify family relationships of relatives working for the TTC. A signed form is required from each Contract employee, whether there is a relative working for the TTC or not.

Please list below, and on the reverse if necessary, every person who is related to you who works for the Treasurer and Tax Collector, including domestic partners, "in-laws," "step-" and "half-" relatives, and their spouses.

Relative's Name	Relative's Title	Relative's Division	Relationship	
Relative's Name	Relative's Title	Relative's Division	Relationship	
Relative's Name	Relative's Title	Relative's Division	Relationship	
Relative's Name	Relative's Title	Relative's Division	Relationship	

**OR-**

☐ I have no relatives working for the Department of Treasurer and Tax Collector.

Employee's Printed/Typed Name	Employee's Title	Employee's Assigned Division
Employee's Signature	Date	

**REVIEWED BY ASSISTANT OPERATIONS CHIEF OR  
HIGHER:**

\_\_\_\_\_  
REVIEWER'S PRINTED/TYPED NAME

\_\_\_\_\_  
REVIEWER'S SIGNATURE

**EXHIBIT B**  
**PRICING SCHEDULE**

**NAME OF PROPOSER: CBS PERSONNEL SERVICES, LLC dba STAFFMARK**

1.The schedule of prices listed below should be completed indicating the proposed cost, specific to the principal job classifications associated with the proposed project.

<b>PRINCIPAL JOB CLASSIFICATIONS</b>	<b>HOURLY BILLING RATE STRAIGHT-TIME</b>	<b>HOURLY BILLING RATE OVERTIME*</b>
CASHIER	\$16.68	\$23.35
CLERK	\$13.91	\$19.47
EXCEPTION MAIL CLERK	\$15.30	\$21.42
DATA ENTRY OPERATOR	\$16.68	\$23.35
MAIL CLERK AND/OR PROCUREMENT CLERK	\$15.30	\$21.42

2.The schedule of prices listed below should be completed indicating the proposed cost, specific to other job classifications associated with the proposed project.

<b>OTHER JOB CLASSIFICATIONS</b>	<b>HOURLY BILLING RATE STRAIGHT-TIME</b>	<b>HOURLY BILLING RATE OVERTIME*</b>
ACCOUNT CLERK	\$18.08	\$25.31
ADMINISTRATIVE ASSISTANT	\$23.64	\$33.10
SENIOR TYPIST	\$17.38	\$24.33
WAREHOUSE WORKER	\$17.64	24.70

\* Hours worked in excess of 40 hours during a workweek, Sunday through Saturday.  
Hours worked during any holiday as identified in Appendix B, Statement of Work,  
Section 3.0, Work Hours, Sub-Section 3.3.



## **EXHIBIT C**

### **RFP STATEMENT OF WORK TECHNICAL EXHIBITS**

**EXHIBIT C**  
**TECHNICAL EXHIBITS**  
**TABLE OF CONTENTS**

**Exhibits**

1. CONTRACT DISCREPANCY REPORT
2. PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

**TECHNICAL EXHIBIT 1**  
**CONTRACT DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATES:**      **Prepared:** \_\_\_\_\_  
                  **Returned by Contractor:** \_\_\_\_\_  
                  **Action Completed:** \_\_\_\_\_

**DISCREPANCY (IES):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**COUNTY ACTION(S):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

# PERFORMANCE REQUIREMENTS SUMMARY CHART

Technical Exhibit 2

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
<b>Contract</b> Paragraph 7.0, Sub-paragraph 7.1 - Administration of Contract-Contractor.	Contractor shall notify the County in writing of any change in name or address of the Contract Administrator.	Inspection & Observation.	\$50 per occurrence.
Paragraph 7.0, Sub-paragraph 7.2, Contractor -Contract Manager and Alternate Contract Manager.	Notify the TTC of changes, with resume, within five business days.	Complaints.	\$50 per day that notification is late.
Paragraph 7.5, Background and Security Investigation.	Employee Background Checks.	Complaints, spot checks of assigned personnel.	\$500 per incident of noncompliance.
Sub-paragraph 7.6, Confidentiality.	Employee Acknowledgement and Confidentiality Agreement signed and provided to TTC within three working days.	Review of reports; complaints.	\$100 per day per employee when form not signed. \$1,000 per unauthorized release of information.
Paragraphs 8.24 and 8.25, Insurance.	Maintain required insurance policies.	Receipt and review of insurance information.	\$100 per day late; Contract termination at the TTC's option.

# PERFORMANCE REQUIREMENTS SUMMARY CHART

# Technical Exhibit 2

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Sub-paragraph 8.38 - Record Retention & Inspection/Audit Settlement.	Contractor to maintain all required documents as specified in Sub-paragraph 8.38.	Inspection of files/review reports.	\$50 per occurrence; \$500 per occurrence if not recovered within 48 hours.
Sub-paragraph 8.40 – Subcontracting	Contractor shall obtain the County's written approval prior to subcontracting any work.	Inspection & Observation.	\$500 per occurrence; possible termination for default of contract.
<b>Statement Of Work:</b> Sub-paragraphs 2.0 and 4.3 - Provide qualified personnel.	Personnel meet the County requirements for each position.	Inspection of personnel work product; user complaints; random sampling.	No payment for employee who fails to meet County requirements.
Sub-paragraph 4.4 - No personnel shall have a criminal conviction or pending criminal trial unless such record has been fully disclosed and TTC has accepted the employee.	Adhere to the County requirement.	Random sampling; Review of Contractor certification.	\$100 per employee per occurrence.
Sub-paragraph 4.4 - Fingerprint and background/record Investigation of personnel prior to assignment to the TTC.	Adhere to the County requirement.	Random sampling; Review of Contractor certification.	\$100 per employee per occurrence.

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

**Technical Exhibit 2**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEES TO BE ASSESSED</b>
Sub-paragraphs 4.5 and 4.8 - Personnel adhere to security requirements.	Personnel to adhere to all requirements.	Inspection & observation; User complaints.	\$20 per employee per occurrence.
Sub-paragraph 5.1 – Provide personnel upon initial work order request.	Personnel provided within twenty-four hours of the TTC order.	Review of County log – Did not provide personnel upon request (e.g. not filled positions).	\$25 per employee per day late beyond 24 hours.
Sub-paragraph 5.3 - Unacceptable personnel replaced promptly.	Replace within twenty-four (24) hours.	Inspection of personnel work product; User complaints.	\$25 per person per occurrence.
Sub-paragraph 5.4 - Provide replacement for “sick” & “no shows”.	Replacement personnel provided within twenty-four hours.	Review of the County log.	\$30 per employee per occurrence.
Sub-paragraph 5.4 –Non-Compliance, not providing replacement personnel “No Fill”.	Immediate/same day replacement personnel for “peak tax season” not provided as requested.	Review of County log – Did not provide personnel upon request (e.g. not filled positions).	\$50 per employee per occurrence.
Sub-paragraph 7.1 – Meetings.	Contractor's representative to attend scheduled meetings.	Attendance.	\$50 per occurrence.

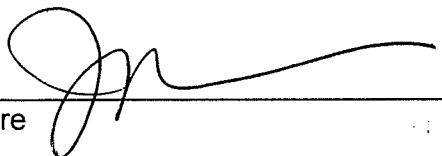
**REQUIRED FORMS - EXHIBIT D**  
**PROPOSER'S EEO CERTIFICATION**

Staffmark  
Company Name  
350 S Grand, Suite 1610, Los Angeles, CA 90017  
Address  
31-1481071  
Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	( ✓ )	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	( ✓ )	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	( ✓ )	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( ✓ )	( )

  
Signature  
8/7/13  
Date

Julia Bolden, Branch Manager  
Name and Title of Signer (please print)

## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY CONTRACT ADMINISTRATOR:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### COUNTY CONTRACT MANAGER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_



**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** \_\_\_\_\_**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S CONTRACT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT****FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

*Applicability of the forms below is based on the type of contract. A contract involving Information Technology (IT) services includes Copyright Assignment language whereas a non-IT Contract omits the Copyright Assignment language.*

*Additionally, a determination must be made whether the Contactor will complete a Confidentiality Agreement on behalf of its employees or whether the Contractor's employees and non-employees will complete the Confidentiality Agreements individually.*

**NON-IT CONTRACTS**

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**OR**

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)



## SAFELY SURRENDERED BABY LAW

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723  
www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal  
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

